

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the matter of Final and Binding  
Arbitration Between

SAWYER COUNTY LAW ENFORCEMENT  
EMPLOYEES LOCAL UNION NO. 1213-B

WERC CASE X  
No. 18181 MIA-108  
Decision No. 13120-A

and

SAWYER COUNTY

HEARING. A hearing on the foregoing matter was held on April 29, 1975, at the Court-  
house at Hayward, Wisconsin, in the Courtroom, beginning at 9 A.M.

APPEARANCES.

For the Union:

RICHARD C. ERICKSON, Representative, Wisconsin Council of County and Municipal  
Employees, American Federation of State, County and Municipal Employees, AFL-CIO,  
1110 N. 22 Street, Superior, Wisconsin, 54880.

JAMES C. POPPE, Route 6, Hayward, Wisconsin, 54843

For the County:

CHARLES ACKERMAN, Consultant, 515 West Fifth Street North, Ladysmith, Wisconsin, 54848

DONALD M. PRIMLEY, Sheriff, 101 East Fifth Street, Hayward, Wisconsin, 54843

BACKGROUND. On December 21, 1973, the Union petitioned the Wisconsin Employment  
Relations Commission to conduct an election among the Sawyer County Law Enforcement  
personnel to determine whether or not they would be represented by the Union. The  
Union stated that it was claiming as persons appropriate to its bargaining unit all employees  
of the Sawyer County Law Enforcement Department, excluding Sheriff and Undersheriff.

On January 23, 1975, a hearing was held and the Union amended its position as to who  
should be in the bargaining unit by asking that the Undersheriff be included since it  
considered his position to be comparable to that of a Chief Deputy. The Wisconsin  
Employment Relations Commission, on January 31, 1974, directed an election be held and  
that the offices of Radio-Dispatchers - Jailers and Undersheriff were to be included in  
a bargaining unit for purposes of election.

The election was held, and the Union was subsequently certified as the bargaining agent  
by the WERC on April 23, 1974. Nine votes were cast in favor of the Union and none  
against.

On April 29, 1974, the Union submitted to Sheriff Donald M. Primley six copies of a  
proposed contract for the employees of the Sawyer County Law Enforcement Department and  
asked for a meeting at the earliest possible date. A second letter was sent on May 15,  
1974, after no answer was given. On May 20, 1974, the Sheriff replied that he had given  
the prepared contract to the Sheriff's Committee, stated it was not his understanding  
that it was his responsibility to see that negotiations are started, and expressed his  
wish that the bulk of the demands should be aimed at 1975.

On May 21, 1974, the Union Representative, Mr. Erickson, sent a letter to Mr. Ben Skopek,  
Chairman, Sawyer County Sheriff's Committee, asking for a meeting as soon as possible  
to discuss a contract.

The Union states that no answer was received to this letter so it petitioned the Wis-  
consin Employment Relations Commission on July 16, 1974 for final and binding arbitration  
pursuant to Section 111.77 of the Wisconsin Statutes. Charles Ackerman, Ladysmith,  
was named as the Employer's representative in this petition.

On July 24, 1974, Mr. Donald B. Lee, Executive Secretary, Wisconsin Employment Relations Commission, wrote Mr. Erickson and said that Mr. Ackerman informed him he had not been contacted by Mr. Erickson with respect to negotiations. Mr. Lee said that negotiations were in order first.

According to the Union's version of certain subsequent events, the parties met on July 29, 1974 at 2 p.m. At this time, the Employer's terms were that they would under no conditions negotiate with the Union on a contract covering 1974 and would not agree to including the Undersheriff in the bargaining unit. However, if the two conditions were met, the Employer would agree to negotiate a contract for 1975. The Union's position was that it would not agree to deleting the position of Undersheriff from the bargaining unit because of the WERC certification but would agree to negotiate a contract covering 1974 and 1975. According to the Union, the Employer then declared the meeting at a deadlock and indicated that arbitration should be started. This meeting adjourned after 45 minutes. The Union states that at no time were salary increases discussed, but the Employer published a request, said to be a Union request, in the Sawyer County Record. At this stage, the Union held that the Employer had refused to negotiate terms and conditions, but the Union did not file a complaint.

On October 15, 1974, a hearing was held to determine whether an impasse was reached, and a WERC mediator was present. No agreement was reached, and an impasse was declared by the WERC on October 28, 1974. The parties were ordered to file their final offers as of July 17, 1974. The Union then filed its position of July 17, 1974, which was the same as its position of April 29, 1974 since it claimed no meaningful negotiating sessions had taken place.

The Labor Consultant for Sawyer County responded to the WERC on November 2, 1974 stating that:

"Sawyer County's position as of July 17, 1974 was zero. Sawyer County is not interested in striking names from the 'impartial' list you submitted. Since I am certain that the outcome of the hearing will not be favorable to Sawyer County, we give to the Wisconsin Employment Relations Commission the responsibility of choosing the arbitrator."

The Commission responded on November 5, 1974, advising the County that it would afford the Union the opportunity of striking two names from the list and the Commission would then pick the arbitrator from the remaining three names.

The Commission then proceeded to appoint Frank Zeidler, Milwaukee, Wisconsin, as impartial arbitrator to issue a final and binding award. The appointment was made on November 20, 1974.

The arbitrator wrote a letter to the parties on December 4 suggesting a list of dates. The arbitrator was informed on December 9, 1974 that the Labor Consultant for the County would not be able to meet in December, and after December, he would have to go to the hospital for surgery and would not know when he would be available for a hearing. The Consultant, Mr. Ackerman, notified the arbitrator on January 1 that he would be entering the hospital for surgery and would not assign a substitute since he was the only person familiar enough with negotiations in the County to handle this case.

Subsequently, on January 29, 1975, the Union Representative, Mr. Erickson, informed the arbitrator that Mr. Ackerman said he would not be able to meet until April, and it was suggested that both parties send their final positions and memoranda to the arbitrator and avoid the hearing. Mr. Ackerman, according to Mr. Erickson, agreed to this procedure.

The arbitrator advised both parties on February 2, 1975 of a tentative schedule, setting February 21, 1975 as the limit for the arbitrator to receive final positions and memoranda and listing subsequent steps. The Union agreed on February 5, 1975, but Mr. Ackerman notified the arbitrator that he would have to leave the area for a warmer climate on the doctor's advice. The arbitrator then asked for Union advice as to its position on the delay on February 13, 1975. Mr. Erickson replied on February 17 that the employees were becoming disturbed about the delay and were leaving the decision in the hands of the arbitrator to expedite the matter.

The arbitrator then advised Mr. Ackerman and the Sawyer County Board that he would have to expedite the matter and would endeavor to arrange a hearing on March 7 to meet the Union's concern.

The Union's final amended offer and memoranda were submitted on February 24 with a package of the same materials to be exchanged with the County when the County offer was in.

The arbitrator then received a phone call on February 26 from J. L. Esswein, M.D. of the Chetek Medical Clinic, stating that Mr. Ackerman could not be present.

The arbitrator also called the County Clerk of Sawyer County, the Hon. Jim Hamblin, asking for the County's final offer. He was advised that Mr. Ackerman was the County's sole representative. The arbitrator advised the Union on March 5, 1975 of the call from Dr. Esswein and of the arbitrator's call to the County Clerk, and stated that since the County continued to designate Mr. Ackerman as its representative, the arbitrator could see no way to expedite the matter, except to request the County to submit its counter offer at once. On April 1, 1975, the arbitrator asked Mr. Ackerman for a counter offer, and this was forthcoming on April 24, 1975. In the meantime a hearing was arranged by telephone, said hearing to take place on April 29, 1975 at the Court-house in Hayward.

Several telephone calls were also made to arrange this meeting. At this meeting, the package of the Union was submitted to the employer since the arbitrator was advised to bring it by Mr. Ackerman.

The hearing was held as noted above, the amended offers of both parties were timely presented.

### I. THE CONTRACT OFFERS

THE OFFERS. Two complete offers were presented, and they are appended herewith. The arbitrator was met with the condition of considering some 69 provisions, a preamble, and an addendum on the part of the Union and some 48 provisions, a preamble, and an addendum on the part of the County.

The Union's provisions were contained in 25 articles and the County's were contained in 24. While the order was somewhat different, certain sections could be compared and some sections were identical so that they dropped as a source of difference.

THE SPECIFIC ISSUES. For the purpose of dealing with this number of items, the arbitrator here proposes to proceed with comparable issues; stating those issues, stating the positions of the parties, discussing those positions, and making some kind of a judgment before treating the whole contract as a final offer. Agreement could not be reached at the hearing between the parties on treating the items issue by issue under Section 111.77 (4) (a) Form 1, which the arbitrator has power to determine all issues in dispute involving wages, hours, and conditions of employment. In its subsequent brief filed after the hearing, the Union consented to proceed under Form 1, and the County by letter on May 27, 1975 through its negotiator, consented to proceed under Form 1, waiving its rights to stay with Form 2, which provides for an award incorporating one or the other of the final offers without modification. Section (6) of this section of the statutes requires that the arbitrator give weight to the following factors:

- "(a) The lawful authority of the employer.
- "(b) Stipulations of the parties.
- "(c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- "(d) Comparison of the wages, hours and conditions of employment of the employes involved in arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:
  - 1. In public employment in comparable communities.
  - 2. In private employment in comparable communities.
- "(e) The average consumer prices for goods and services commonly known as the cost of living.
- "(f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- "(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or private employment."

The Union introduced 20 exhibits on its behalf and the County introduced five.

1. The Preamble. The Preamble to the Agreement of both parties is the same and no issue occurs here.
2. Recognition and Unit of Representation. Both offers contained an Article I with the foregoing wording for recognition and both have a paragraph "1.01" which read the same, except the County's paragraph reads as follows with the underlined language being added:

"The Employer recognizes the Union as the exclusive collective bargaining representative for all law enforcement personnel employed by the Sawyer County Law Enforcement Department, excluding the Sheriff, and all other employes for the purpose of the conferences and negotiations with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wage, hours, and conditions of employment and the adjustment of complaints and grievances of the employees."

The Union has no major disagreement with this additional clause.

3. Rules and Regulations. The Union has an Article II in its Agreement which is entitled "Rules and Regulations" and is as follows:

"2.01 The Employer shall adopt and publish rules which may be amended from time to time provided, however, that such rules and regulations shall be first submitted to the Union for its consideration and amendments prior to adoption.

"2.02 Provided no action is taken by the Union to amend or alter said rules within thirty (30) days of submission to the Union, they shall become effective on the thirtieth (30th) day of submission to the Union. In the event of a dispute as to such proposed rules or regulations, the dispute shall be referred to the grievance procedure for settlement and shall be initiated at Step 3 of said grievance procedure."

The County has no provision of this type.

The Union states that this Article provides for the Employer to propose rules which the Employer deems necessary and which are not covered by the Agreement during its life, and it provides an orderly method of resolving disputes over rules that may affect the conditions of employment. The Union states that the procedure contained in this article also protects the employes rights with regard to negotiations on matters affecting wages, hours and conditions of employment as set forth by the WERC certification. The Union notes that numerous contracts in its exhibit 18 have provisions covering adoption of rules. The Union says that it does not intend to erode management's rule-making process.

The County holds that it is the County's prerogative to make rules and therefore no article is presented, and it notes that it would obviously not make a rule to violate the contract. The County holds that its residual rights include the right to make rules.

In considering this provision, the arbitrator notes that of the contracts contained in the Union exhibit, one, the City of Waupun police contract is somewhat similar but the holding time before a rule can go into effect is only 15 days and not 30 days as proposed by the Union. Several of the contracts are silent, and in most of the other contracts, the provision for rule making is lodged with the Employer with the exceptions that the rules must be reasonable and not used to discriminate against the Union.

The absence of a rule making provision in the County contract is a weakness, but the proposed provisions of the Union also do not fit the prevailing pattern in that the bar to the Employer's making a rule for thirty days after submission to the Union, before

which a rule cannot become effective, is an excessive provision as compared to other contracts. Therefore, the arbitrator believes that the provision would have been better if it proposed that the Employer enact reasonable rules which may be grieved. In any event under either of the proposed contracts, the rules, since they are conditions of work, can be grieved and so the absence is not fatal to the Employer's offer. The arbitrator, if compelled to choose without modification, would therefore favor the Employer's position with no provision, rather than the Union's position which would provide veto power on a rule for 30 days, which is not a prevailing practice. The Employer is also controlled by the rule of reason in creating any rules even in the absence of a specific management rights' provision.

4. Conduct of business. Union Article III and County Article III both are entitled "Conduct of Business." They both have the same paragraph 3.01, which reads as follows:

"The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedures outlined in this agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins."

This paragraph, therefore, is not an issue.

The Union, however, has two additional paragraphs which are as follows:

"3.02 Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such Union officers or members during the course of the work day for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of such Union officers or members."

"3.03 The Employer agrees that time spent in the conduct of grievances, negotiations and matters concerning collective bargaining shall not be deducted from the pay of delegated employe representatives of the Union."

The Union states that these paragraphs are standard in contracts and protects the Employer from indiscriminate Union activity. The Union states that this is true of the County contract with Highway Department employes. At present, only off duty officers attend sessions.

As for paragraph 3.03, the Union contends that time should not be deducted from employes delegated to attend negotiating meetings but that meetings would be short.

The County objects to the inclusion of these two paragraphs because they represent additional costs to the County. The County says that it did not agree to this kind of provision in its Highway Department contract, and in the Sheriff's Department, which is so lean in personnel, the County would be paying time and one-half.

In viewing these latter two paragraphs, the arbitrator finds that paragraph 3.02 of the Union is not adverse to the Employer and the access of the Union representatives to employes can be reasonably controlled by the Employer.

Paragraph 3.03 of the Union offer does imply a cost to the County. However, in the "Working Agreement Between Sawyer County Highway Committee and the Sawyer County Highway Department, Employes Local Union #1213, AFSCME, AFL-CIO, 1974, Article II, Union-Management Relations, Section One provides that all collective bargaining is to be conducted by authorized representatives of the Union and their Union representatives and that "Negotiations shall be conducted during working hours."

A perusal of Union Exhibit 18, which is a collection of contracts of various enforcement agencies in various municipalities indicates that bargaining time is not deducted from employes' wages when conducted on their work time. The arbitrator holds therefore that the Union offer in paragraphs 3.02 and 3.03 more nearly conforms to the prevailing practice and, hence, to the statutory guidelines.

5. Union Bulletin Board. Union Article IV and County Article IV are both entitled "UNION BULLETIN BOARD" and contain one paragraph each marked "4.01." The paragraphs are identical. There is no issue here.

6. Fair Share Agreement. Union Article V and County Article V are both entitled "FAIR SHARE AGREEMENT" and are identical in the text of five different paragraphs. There is no issue here.

7. Probationary and Employment Status. Union Article VI and County Article VI are both entitled "ROBATIONARY AND EMPLOYMENT STATUS." Both have a paragraph 6.01 which deals with newly hired employes and both paragraphs marked 6.01 are identical.

Both articles have a paragraph 6.02 which each have a different text. The text of the Union paragraph 6.02 is as follows:

"The seniority of an employe who has satisfactorily completed probation shall date from his original date of employment, and he shall be entitled to all benefits accruing to regular employes. Hospitalization insurance coverage and paid holidays are made available to employes on the first (1st) of the month following completion of thirty (30) days of employment."

County paragraph 6.02 reads as follows:

"The seniority of an employe who has satisfactorily completed his probation shall date from his original date of employment, and he shall be entitled to all benefits accruing to regular employes upon completion of his probationary period."

The Union's position is that its proposed policy is standard in other Union contracts and is also present Sawyer County Policy. It says that this section complies with most health insurance plans, which require that a new employe apply for insurance within 30 days or be compelled to take a physical examination if application is made after 30 days. The Union says that in such a case restrictions or riders may be placed on the plan, or possibly, the employe may not be allowed participation in insurance.

The County holds that its provision is adequate, especially since the Sheriff can discharge a probationary employe up to six months without a grievance procedure. The County negotiator states that this is the only contract he knows of with this provision.

In perusing Union Exhibit 18, the various contracts, the arbitrator finds only one contract, that between the City of Horican and its police union, contains this provision. The other contracts are silent. However, the present Sawyer County Sheriff says that the proposed Union policy is present practice. Therefore, the arbitrator sees no objection to the Union proposal on this point and considers it acceptable, as he does also the County proposal in light of the Sheriff's testimony. The net effect would be the same.

8. Seniority. Union Article VII and County Article VII are both entitled "SENIORITY." Paragraph 7.04 of the Union Article and paragraph 7.03 of the County article are identical in that they provide the posting of an up-to-date seniority list on the bulletin board. The rest of the articles are different and shall be given herewith. Union Article VII in its first three paragraphs is as follows:

"7.01 It shall be the policy of the Employer to recognize seniority. Seniority shall consist of the total calendar time elapsed since the date of original employment, provided however that no time prior to a discharge for cause or a quit shall be included, and provided that seniority shall not be diminished by temporary layoff or leaves of absence or contingencies beyond the control of the parties to this agreement."

"7.02 Whenever it becomes necessary to layoff employes, employes shall be laid off in inverse order to their length of service and whenever so laid off, shall possess reemployment rights as hereinafter defined.

"7.03 Whenever it becomes necessary to employ additional personnel, either in vacancies or in new positions, subject to the provisions of the 'Job Posting' clause in this agreement, former employes of an Employer who have been laid off, within one (1) year prior thereto, shall be entitled to be reemployed in such vacancies or new positions in preference to all other persons."

As a counter offer, the County has two briefer paragraphs:

"7.01 It shall be the policy of the Employer to recognize seniority. Seniority shall consist of the total calendar time since the date of original employment.

"7.02 Whenever it becomes necessary to layoff employes, employes shall be laid off in inverse order to their length of service."

A comparison of the two offers indicates that the Union offer differs in that it is more explicit about the date of original employment in that no time prior to a discharge date or quitting date can be included and seniority is not changed by temporary layoffs, leaves, or contingencies beyond control of the parties.

The County position is silent on these matters. In the opinion of the arbitrator, this leaves certain areas open for dispute.

Both offers agree to layoff employes in inverse order according to the length of service, but the Union offer calls for prior rights to be held by laid off employes for one year to vacancies or new positions.

The Union says that this type of contract language is standard in contracts. The County states that there will be trouble with the Union's provision because of employes which would be hired under a federally funded program. There is a question if such employes are part of a bargaining unit and have claims. The County says that they would then come under the terms of this contract.

In considering these provisions, the arbitrator believes that the Union's provision more nearly conforms to prevailing practice. Under most contracts, laid off employes have a right to be rehired based on their seniority. The County's contract does not provide such a right. Union Exhibit 18, cited earlier, shows that most contracts offer this right. Despite the problem of federally funded employes, the arbitrator believes that the Union offer is more of a standard provision.

9. Job Posting and Transfers. Union Article VIII and County Article VIII are both entitled "JOB POSTING AND TRANSFERS." Each offer has two paragraphs, and paragraph 8.01 defining job vacancy is the same.

Union paragraph 8.02 and County paragraph 8.02 are the same up to the last paragraph. They agree on the following language:

"Whenever a vacancy occurs or a new job is created, it shall be posted on a bulletin board for a period of five working days. Each employe interested in applying for the job shall endorse his name upon such notice in the space provided. The employe with the greatest seniority who can qualify shall be given the job. The Employer shall have the right to temporarily fill a job that is posted. However, such temporary filling of the job shall continue only for a reasonable time after the end of five days posting or the settlement of the grievance if one should arise. The initial determination as to an employe's qualification shall be made by the Employer."

The Union adds the following sentence:

"However, if there is any difference of opinion as to the qualifications of an employe, the Union Committee and/or Union Representative may take the matter up for adjustment under the grievance procedure."

The Union states that this language or similar language can be found in fourteen of the contracts in Union Exhibit 18. It says that four of the contracts provide for seniority and/or testing to govern promotions. The Union states that its offer provides that only qualified employes can receive positions, and it provides a reasonable method of resolving disputes.

The County states that by putting in a provision to allow grieving an opening or transfer, the Union is determining the qualifications of the employe. It notes that the Undersheriff is, by law, appointed by the Sheriff. But under this provision of the contract, the Union could grieve the Undersheriff's appointment.

The Union holds that promotion comes under the provisions of the contract, that the Undersheriff is by decision of the WERC under the contract, and that he does the same work and works the same hours as a Deputy Sheriff.

The County holds that the Undersheriff is not simply a Chief Deputy.

The Union notes that of 21 counties in the nearby Sawyer area, only 8 have Undersheriffs and 18 have Chief Deputies. The County notes that the Sheriff supported a resolution to create a Chief Deputy which was not adopted by the County Board. Further, it holds that this discussion is not properly before arbitration.

In considering this matter, the arbitrator believes that the County has the more cogent article. If the Undersheriff is an appointee of the Sheriff, even though he is a bargaining unit member, it seems to the arbitrator that the state law prevails and a contract which would specifically deprive the right of a Sheriff to make this appointment would be of no force.

Further, the County's offer, even though it does not specifically speak to the question of grieving the filling of openings and vacancies, does not prevent filing grievances on this issue, since filling openings and vacancies comes under the rubric of "conditions of employment."

10. Disciplinary Procedure. Union Article IX and County Article IX are both marked "DISCIPLINARY PROCEDURE." Both have a paragraph 9.01 which is identical and describes the intent of the procedure. Both also have a paragraph 9.02 which is identical up to the last sentence. The identical portion reads as follows:

"9.02 Any employe may be demoted, suspended, discharged, or otherwise disciplined for just cause. The sequences of disciplinary action shall be oral reprimands, written reprimands, suspension, demotion, and discharge. A written reprimand or other disciplinary action sustained in the grievance procedure or not contested shall be considered a valid warning."

To this section, the Union adds a sentence:

"No valid warning shall be considered effective for longer than a 12 month period."

The County objects to this limitation on the effectiveness of a warning. The arbitrator agrees with the County, since in his experience the accumulative effect of infraction of rules extends at times through a period longer than 12 months. If five instances of say, tardiness, were involved in a period of 12 months and one week, and reprimands were given, one of those would no longer be subject to consideration in imposition of progressive discipline; yet the pattern would be there. If there were no infractions in between, that would be another matter, but the language is not specific on that.

Union paragraph 9.03 and County paragraph 9.03 involve causes for summary discipline and are identical. Union paragraph 9.04 and County paragraph 9.04 involve appeals from suspension and are identical.

Union paragraph 9.05 has no counterpart in the County offer. It states:

"9.05 Suspensions shall not be for less than one (1) day, but for serious offense or repeated violations, suspension may be more sever. No suspensions shall exceed thirty (30) calendar days."

The Union states that this provision adds upper and lower limits to suspension, and this could possibly be to the Employer's benefit. If there are limits to suspensions, the parties will get together to get the job done.

The County holds that in this provision the grievance procedure is enough. If the County is wrong, the Employer will pay an employe to make him whole. For a serious offense, the County would have to put a man back on the job after 30 days.

The arbitrator holds that the County's offer reflects more of the standard practice in that reasonable exercise of authority to discipline by suspension is the usual pattern. Excessive penalties are often overthrown in arbitration, and the Union has ample protection in this way.

Union paragraph 9.06 and County paragraph 9.05 are identical. They provide that notice of discipline must be in writing and copies provided to the employee and the Union at the time of the action.

Concerning this provision as a whole, the Union states that this proposed policy is new to Sawyer County. To the knowledge of the Union, no disciplinary procedures have been set forth, and the Union feels that it is important to have such a policy. It acknowledges that in its Exhibit 18 only six contracts show such terms.

The arbitrator notes that both parties agree that a provision for disciplinary procedures should be in the contract and its presence is not an issue. Therefore, of the two, the arbitrator believes that the County's offer more nearly fits the guidelines of reasonableness according to specific prevailing practice elsewhere, if one offer has to be received entirely. Otherwise, a modified text as noted would be better.

11. Grievance Procedure. Union Article X and County Article XXIII both are entitled "GRIEVANCE PROCEDURE." The individual provisions of these articles are somewhat different and need to be compared and commented on individually.

Union paragraph 10.01 is comparable to County paragraph 23.01. Union paragraph 10.01 reads as follows:

"10.01 The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. Should a grievance arise, whether in reference to a question of interpretation of the agreement or to a question relating to wages, hours, and working conditions and other conditions of employment, the grieving employe shall first bring the complaint to the Steward or Grievance Committee of the Union. If it is determined after investigation by the Union that a grievance does exist, it shall be processed in the manner described below..."

The County's paragraph 23.01 is as follows:

"23.01 The parties agree that the prompt and just settlement of a grievance is of mutual interest and concern. Should a grievance arise, whether in reference to a question of interpretation of the agreement, or to a question relating to safety and/or other matters, the grieving employe shall first bring the complaint to the Steward or Grievance Committee of the Union. If it is determined after investigation by the Union that a grievance does exist, it shall be processed in the manner described below..."

It will be noted here that the difference exists in the Union's language of grieving questions relating to "wages, hours, and working conditions and other conditions of employment." The Union says that this is standard in contracts. The County states that its language of questions relating to "safety and/or other matters" is adequate and confines the right to grieve to matters within the contract.

The arbitrator believes that the Union's language more nearly conforms to standard practice, and believes that in the absence of language relating to wages, hours, and conditions of employment, there might be a challenge to a Union grievance processed under these terms, although the phrase "and/or other matters," should be broad enough to include the subject of wages, hours, and conditions of employment. For explicit terms, however, the Union's language is more common.

Union paragraph 10.02 and County paragraph 23.02 are comparable but they, too, differ. Union paragraph 10.02 is as follows:

"10.02 Step 1. The Grievance Committee shall attempt to resolve the matter with the Sheriff. If the grievance is not resolved within two (2) working days, the grievance shall be reduced to writing and submitted to the Sheriff's Committee. The parties shall meet within one (1) calendar week of receipt of the written appeal to hear the grievance. Within one (1) calendar week of the hearing, the Sheriff's Committee shall give its response in writing."

County paragraph 23.02 reads as follows:

"23.02 Step 1. The Grievance Committee shall attempt to resolve the matter with the Sheriff. If the grievance is not resolved within two (2) working days, the grievance shall be reduced to writing and submitted to the \_\_\_\_\_. The parties shall meet within one (1) calendar week of receipt of the written appeal to hear the grievance. Within one (1) calendar week of the hearing, the \_\_\_\_\_ shall give its response in writing."

The blank spaces indicate that the County was leaving open to itself the locus of the place where the grievance would be lodged.

The arbitrator considers this to be a defect in the County's provisions in that a Union should be certain of where its next step of protest in the grievance procedure is to be lodged after it confers with the Sheriff. The Union's language is more standard

Union paragraph 10.03 and County paragraph 23.03 can also be compared. Union paragraph 10.03 reads as follows:

"10.03 Step 2. Arbitration. If the grievance is not settled in Step 1, either party may request the Wisconsin Employment Relations Commission to appoint a single Arbitrator from a member of their staff to hear the case and render a decision."

County paragraph 23.03 reads as follows:

"23.03 Step 2. Arbitration. If the grievance is not resolved through Step 1, either party may appeal the grievance to arbitration by giving written notice to the other. Within five (5) days of such notice, the Employer and the Union shall attempt to mutually select an arbitrator and, should they be unable to agree within the above five (5) days to select an arbitrator, they may jointly or either individually, request the Wisconsin Employment Relations Commission to provide an impartial arbitrator from their staff."

The Union's position, it is to be noticed, is that if the parties cannot agree at Step 1 either party can then request the Wisconsin Employment Relations Commission to appoint a single arbitrator from the WERC staff. The County's position is that the County and the Union shall attempt first to elect an arbitrator and then either jointly or individually ask the WERC to provide a staff person.

The Union states that it is making its offer of a provision for Step 2 based on its belief that grievances should be handled as rapidly as possible. It asserts that the Employer has demonstrated that it is not interested in choosing either a panel or a single arbitrator from a prepared list. Under the Union's proposal, the Union states that disputes and delays will be eliminated. As proof of its position, the Union offers Exhibit 15, which is the letter of Mr. Ackerman, the Consultant, to the WERC in which Mr. Ackerman says that he is not interested in striking names from a list of proposed arbitrators.

The County states that the language used in this paragraph is the same as the language used in the original Union offer.

Looking at the two paragraphs, the arbitrator feels that the County's offer is the more normal offer. The arbitrator believes that the County will act in good faith under the contract and if this provision is in, it will proceed to abide by a good faith attempt at selecting an impartial arbitrator. Under the Union's proposal, the WERC would be burdened immediately, and in view of its load, grievances might not be expedited

"23.04 The arbitrator, after hearing both sides of the controversy, shall hand down his decision in writing to the parties within ten (10) days of the last meeting and such decision shall be final and binding on both parties to this agreement."

The difference between the two paragraphs is in the fact that the County's paragraph would require the arbitrator to hand down his written decision in 10 days. This provision is sometimes impractical in a lengthy case and is too limiting.

Union paragraph 10.05 on time limits is the same as County paragraph 23.05.

Union paragraph 10.06 deals with expenses and is comparable to County paragraph 23.06. The Union paragraph states:

"Expenses, if any, arising from the arbitration proceedings, will be shared equally by the parties."

The County paragraph states:

"Expenses, if any, arising from the arbitration proceedings, shall be the responsibility of the party that seeks the arbitration."

The County's offer is generally at variance with the common practice in which the cost of the arbitration, except for one party's own attorneys and witnesses, are shared by the parties. Elkouri and Elkouri in HOW ARBITRATION WORKS state that:

"Arbitration costs, except for counsel fees, generally are shared by the parties. Even where the parties had reached no agreement as to costs, the arbitrator required equal division since such 'is common practice in arbitration'. Occasionally, the collective agreement will provide that the loser in arbitration shall pay all of the costs. This is contrary to the recommendation of the President's National Labor-Management Conference that the cost of the neutral 'should be shared equally by both parties.' It is highly undesirable from the standpoint of the arbitrator and, it would seem, from the standpoint of the best interests of the parties."

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Elkouri, Frank and Elkouri, Edna Asper, HOW ARBITRATION WORKS, 3RD ED., Bureau of National Affairs, Inc., Washington, D.C., 1973, page 23

The arbitrator holds therefore that the Union proposal more nearly fits the guidelines, since the County's procedure would tend to put the sole cost of grieving on the Union, and it would be in effect an encouragement to the County not to adjust to a grievance since in order for the Union to make grieving effective it might be put to considerable expense. For a small Union, this would be a serious state of affairs.

Union paragraph 10.07 has no counterpart in any County paragraph. The Union paragraph reads as follows:

"10.07 Any employe shall have the right of the presence of a Steward when his work performance or conduct or other matters affecting his status as an employe are a subject of discussion for the record."

In support of this paragraph, the Union states that an aggrieved employe should have the right to be represented when he faces discipline as a result of a hearing. The Union cites a recent U. S. Supreme Court in a case known as Weingarten. In this case, the Employer violated the National Labor Relations Act by denying employe requests for union representation at investigatory interviews regarding accusation of stealing and of insubordination. (N.L.R.B. vs J. Weingarten Inc., U. S. Supreme Court No. 73-1363, 88 LBRM 2689 and Quality Manufacturing Co., U. S. Supreme Court No. 73-765, 88 LBRM 2698) The Union regards this as an important inclusion.

The County Negotiator stated he eliminated this provision because he had gone through an experience in a disciplinary procedure about what one could or could not do and it has come to the situation that the Employer can hardly talk to an employe. Under this provision, an employer could hardly talk to an employe and verbally give an order. If the Employer wants to talk, he would have to get the steward. The Employer feels that the steward should not be present.

The Union states that this provision is not meant as the Employer's negotiator is describing it.

A close reading of this provision and a strict interpretation of it would justify the conclusion that it could be used unreasonably. The provision should have been written in less broad terms, so that when a conversation takes place in which discipline is contemplated, the right of the employee to have Union representation would be operative. The term "status as an employee" could cover a multitude of matters. The arbitrator regards this provision as too broad and feels it should be modified. He believes that the employees are covered by the rights enunciated in the Supreme Court ruling without the provision being included in the contract. However, a modified provision would be better.

Union paragraph 10.08 has no County counterpart. It states:

"The Union shall determine the composition of the Grievance Committee."

The County states that this is Union business and there is nothing the County can do about it. Therefore, it is not included.

The arbitrator finds no compelling reason for this provision either to be in the agreement or out of it, and its presence in or out is not significant to the final choice of the whole terms. The chief reason for its presence could be that it is a warning to the Employer not to try to influence the Grievance Committee composition, which seems remote.

Taking the articles on the Grievance Procedure as a whole, there are two matters which are substantive. One is the matter of going to the WERC with every appealed grievance. This proposal shorts out a better and more gradual process proposed by the County, and the County's proposal is the better. However, the County's proposal that the expenses shall be paid by the party seeking arbitration is an even more serious departure from the norm, and so, on the whole, the Union's proposal on the Grievance Procedure more nearly fits the statutory norm of what is the common practice.

12. Work Day and Work Week - Overtime. Union Article XI and County Article X bear the same title: "WORK DAY & WORK WEEK - OVERTIME." Union paragraph 11.01 and County paragraph 10.01 are comparable. Union paragraph 11.01 states:

"The work day shall be eight (8) hours. The work schedule shall be six (6) consecutive duty days followed by two (2) consecutive off days for an average of 42½ hours per week."

The County paragraph 10.01 states:

"The work day shall be eight (8) hours. Hours in excess of forty-four (44) per week shall be paid for the rate of time and one-half."

The differences here are quite important. The Union states that its proposal embodies what exists at the present time. It would appear from the Union proposal that the current pattern is an eight day cycle--six days on duty and two days off. This comes out to an average of 42-plus hours a week of work. (365 days divided by 8 days equals 45.625 cycles. 45.625 cycles times 48 hours of work in each cycle equals 2,190 hours of work in a year. 2,190 hours of work divided by 52.143 weeks per year equals 42 hours average)

The Union proposal does not set a work week but a work schedule, and in the subsequent proposal (see paragraph 11.04 for Union), overtime is to be paid for all hours worked in excess of such schedule and such day.

The County's proposal does not directly set either a schedule or a work week. Indirectly, it sets a calendar week of 7 days by saying "Hours in excess of forty-four (44) per week shall be paid for at the rate of time and one-half." The week here is to be interpreted as the normal calendar week and any time in excess of 44 hours in one week would be paid as overtime.

The option is left to the County to schedule on an eight day cycle or a seven day cycle or some other cycle. The work week would be a forty-four hour week for overtime purposes.

Nothing would prevent the County from being permitted to continue scheduling on an eight day cycle, and if it did, two weeks out of each would consist of six days work or 48 hours. The County would in each set of eight weeks have to pay eight hours overtime; while in six of the eight weeks, there would be only 40 hours of work. Under this system in the course of the year, the County would pay for each employe working the full year, four overtime hours in 13 weeks or 52 hours a year overtime.

However, the County is not bound to maintain the eight day cycle. Whether it intends to, is not clear to the arbitrator. If it does, it would pay at whatever pay schedule is agreed to. The County would pay 1.2% more than under the Union proposal. (52 hours divided by 2,190 hours equals .024. 2.4% of hours paid at one-half more than normal rate equals 1.2% increase in wages.)

Considering these two propositions, it should be noted that under Fair Labor Standards there is a national effort to make the 40 hour week a norm.

The arbitrator concludes that the County's proposal more nearly begins to meet the standards, and the Union still permits certain weeks to be worked in which the week can include as much as 48 hours on straight time only.

The arbitrator does not wish to upset the accustomed work schedule, but in the interest of getting the work week to a more normal standard, he believes that a modified County proposal is best.

Union paragraph 11.02 and County paragraph 10.02 are the same in set conditions on a one-half hour lunch period.

Union paragraph 11.03 and County paragraph 10.03 on posting work schedules are identical.

Union paragraph 11.04 is to be read in connection with Union paragraph 11.01 discussed above. It has no counterpart in a County paragraph, except that County paragraph 10.01 covers the subject of overtime.

Union paragraph 11.04 is as follows:

"11.04 Overtime. Overtime shall be paid for all time worked outside of the work schedule as set forth in Section One at the rate of one and one-half times the hourly wage for actual time worked, excess work day--work week spelled out in Section One above. Required court appearances will be counted as time worked for overtime pay purposes."

As noted above, this provision would come into effect only after 48 hours had been worked in one week outside of the schedule noted above. After any six day period, the additional time would be overtime, even though in a specific calendar week only five days had been worked.

The paragraph contains another provision not described in the County's offer, namely that Deputies required to make court appearances should be paid overtime. While the provision is not specific, a normal interpretation of this provision is that such court appearances would be made outside of the normal schedule.

The arbitrator believes that this is an important provision.

Now it should be noted on the concept of overtime that the County's position is that even though the workday shall be eight hours, it does not intend to pay overtime for any hours worked in excess of eight in one day, unless a total of 44 hours for a work week has already been reached. The number of 44 hours must be reached before overtime will be paid.

Also it should be noted that the County believes that this will be a costly provision because in the past Deputies and other Sheriff's personnel have worked 10, 15 or 20 hours overtime to cover illness, vacations, and so on of other employes. No overtime has been paid in the past, and the County will have to adjust over a period of time to the new conditions before it can have an estimate of costs.

Union paragraph 11.05 and County paragraph 10.04 are identical on the subject of part time and seasonal employes working overtime.

Union paragraph 11.06 and County paragraph 10.05 on dividing overtime as equally as possible are identical.

13. Call-In Pay. Union Article XII and County Article XI are entitled "CALL-IN PAY." Union paragraph 12.01 can be compared with County paragraph 11.01. Union article 12.01 is as follows:

"12.01 In the event employes are called for work before or after their normal work schedule has been completed or on their day off, the employes shall receive a minimum payment of two (2) hours pay at the rate of time and one-half their normal rate of pay or the actual number of hours worked, whichever is greater."

The County paragraph says:

"11.01 In the event employes are called for work on their day off, the employee shall receive a minimum payment of two (2) hours pay at the rate of time and one-half their normal rate of pay or the actual number of hours worked, whichever is greater."

According to the testimony at the hearing, the starting times of the Sheriff's personnel may vary. There are not enough officers to provide service through 24 hours of the day, and service is often provided at times which might produce a peak demand, such as on Saturday evenings.

From the Union's point of view, the intent of its provision is that when an employe is called in when he is home, he will get at least two hours pay, paid at the rate of time and one-half.

The County's proposal is less clear. Strictly speaking, the provision calls for payment of at least two hours call-in pay only on the day the employe is not scheduled. The County Negotiator has stated it is the intention of the County to interpret the term "day" as the actual hours scheduled, and if an employe is called in at some other time, he would get this call-in pay.

The arbitrator notes that the concepts here are similar but believes that the Union's provision is more definitive and less likely to lead to grievances as to whether the word "day" is going to be interpreted narrowly in the future, or to mean a calendar day, or to mean the period from normal starting time to the next normal starting time.

14. Vacations. Union Article XIII and County Article XII are both entitled "VACATIONS." Union paragraph 13.01 is identical with County paragraph 12.01. They provide for six working days of vacation for an employe who has worked more than six months but less than a year.

Union paragraph 13.02 is the same as County paragraph 12.02. Both provide twelve working days of vacation for an employe who has worked one year.

Union paragraph 13.03 and County paragraph 12.03 are identical. Both provide for additional accumulation of vacation time at a rate of one day per year until 20 working days are accumulated and holidays will not be charged against vacation time.

Union paragraph 13.04 and County paragraph 12.04 are identical and describe how vacation time is earned during each year.

Union paragraph 13.05 is comparable to County paragraph 12.05. The Union's paragraph states:

"13.05 Vacation time granted by the Employer may accumulate or carry over beyond the end of the calendar year but in no case will employes be allowed to accumulate more than 5 days of vacation time."

The County paragraph is as follows:

"Vacation time granted by the Employer may accumulate or carry over beyond the end of the calendar year but in no case will employes be allowed to accumulate more than two years of vacation time."

The County states that its offer was taken from the Union's original offer.

In perusing the contracts contained in the Union's Exhibit 18, the arbitrator notes that carrying over of vacation is not the common practice. The pattern is to forbid it, or to require permission of administration, or to explicitly require that it be taken in the year earned or the year immediately after which it was earned.

Both patterns proposed here will involve some difficulty of interpretation when applied, but the Union proposal more nearly fits the norm.

Union paragraph 13.06 and County paragraph 12.06 are identical and provide that vacations shall be selected on the basis of seniority.

Union paragraph 13.07 has no County counterpart. It states:

"13.07 In case of termination, retirement, or death of an employe, the employe or the employe's estate or designated beneficiary shall receive his vacation pay. Such vacation pay shall be computed on a pro-rata basis, in accordance with the number of months worked during the year. Such payment shall be based upon the current earnings of such employe."

The Union argues that an employe works for one year and then gets his vacation. He is always behind and, therefore, has an accumulation of vacation time owed to him which his beneficiaries lose if he dies. The Union holds that pro-rated time should be paid the employe's estate.

The County states that the employes should take the vacation, and the County does not owe the estate for this vacation time. They should schedule it to be taken. They should not hold it up.

The arbitrator, reading the language of the proposed contract, notes that an employe must work one year before he receives the vacation days he earned during that time.

In reviewing this provision, the arbitrator notes that many of the contracts do not address themselves to this type of situation, but this type of provision is contained in some of them. Arbitrators frequently hold that an employe has earned a vested right in his vacation, and therefore, this arbitrator believes the Union clause has merit in establishing a kind of equity.

15. Holidays. Union Article XIV and County Article XII are both entitled "HOLIDAYS." Union paragraph 14.01 is comparable to County paragraph 13.01. Union paragraph 14.01 is as follows:

"14.01 All employes shall receive the following holidays with pay at the regular rate: Memorial Day, Christmas Day, Thanksgiving Day, Labor Day, Fourth of July, New Years Day, President's Birthday, and Veterans Day."

The County paragraph is as follows:

"13.01 All employes shall receive the following holidays with pay at the regular rate: Memorial Day, the afternoon before Christmas, Christmas Day, Thanksgiving Day, Labor Day, Fourth of July, the afternoon before New Year's day, New Year's Day, and Veterans Day."

The Union proposal keeps matters as they were; the County proposal adopted an original Union proposal. Both offer eight days.

The arbitrator sees nothing persuasive here as to benefits for either party.

Union paragraph 14.02 is comparable to County paragraph 13.02. The Union paragraph is as follows:

"14.02 Each employe shall receive in lieu of paid holidays, a lump sum payment, based on their regular rate of pay for that number of paid holidays listed on Section 14.01 above herein."

The County paragraph is as follows:

"13.02 Any employe required to work on a paid holiday shall be paid at the rate of one and one-half times the regular rate of pay and said overtime pay shall be in addition to the employe's regular holiday pay."

The Union states that under its proposal, which is current practice, all employes would get the holiday pay, but under the County proposal, only those employes who worked on the holiday would get overtime pay.

The County states that all employes get, in a sense, their holiday pay in that they are recipients of monthly compensation whether they work on the holiday or not. If they work on the holiday, they get time and one-half, whereas under the Union's proposal they would only get straight time.

The Union states that its proposal is based on standard practice because holidays are busy days for police and sheriffs and most police and sheriffs are scheduled to work on those days.

A review of Union Exhibit 18 on how other contracts handle this indicates a wide variety of practices, including some who use the pattern proposed by the Union and some who follow a pattern similar to the County's proposal. Because of the monthly pay system, the arbitrator is loathe to overturn the current practice and, therefore, believes the Union's proposal is more appropriate.

16. Sick Leave, Absence from Work. Union Article XV and County Article XIV are both entitled "SICK LEAVE, ABSENCE FROM WORK." Union paragraph 15.01 is as follows:

"15.01 Sick leave may be used by employes only for illness or injury not covered by Workmen's Compensation and shall be paid beginning with the first day of any illness or injury."

The County paragraph is as follows:

"14.01 Sick leave may be used by employes only for illness or injury not covered by Workmen's Compensation."

It will be noted that the Union's paragraph specifies that the County will be paying sick leave on the first day of illness. The County Negotiator states that the County has no intention of doing otherwise.

Reviewing these two articles, the arbitrator notes that most contracts are silent on this subject, assuming that if a person is ill he will be paid for the days off up to the limit of days accumulated. The difference between the proposals is not great.

Union paragraph 15.02 and County paragraph 14.02 are comparable. The Union paragraph is as follows:

"15.02 Sick leave shall be accumulated in the following manner:  
(1) Employes shall earn sick leave at the rate of one day for each month of employment up to twelve (12) days each year; (2) Unused sick leave shall carry over and be added to the next year's accumulation until a maximum of seventy-five (75) days of unused sick leave has been accumulated."

The County paragraph is as follows:

"14.02 Sick leave shall be accumulated in the following manner:  
(1) Employes shall earn sick leave at the rate of one day for each month of employment up to twelve (12) days each year; (2) unused sick leave shall carry over and be added to the next year's accumulation until a maximum of sixty (60) days of unused sick leave has been accumulated."

It will be noted that the difference in the two paragraphs relates to the number of days which can be accumulated for sick leave. The County offers 60, which is the current practice, and the Union asks for 75. The Union bases its claim on Union Exhibit 19, page 6, which lists 21 counties surrounding Sawyer County and shows that the average is 75.6 days. Four counties of these 21 offer 60 days and the rest offer from 70 to 90 days.

The arbitrator believes that, on the basis of comparability with other law enforcement agencies, the Union's offer is reasonable. It should be noted that the County is providing accumulated sick leave of 60 days to its social service workers. The arbitrator believes, however, the basis of comparison should be law enforcement agencies because of the hazard attached to law enforcement.

17. Funeral Leave. Union Article XVI and County Article XV are both entitled "FUNERAL LEAVE." Union paragraph 16.01 is comparable to County paragraph 15.01. The Union paragraph is as follows:

"16.01 Each employe shall be allowed two (2) days off with pay in the event of employe's mother, father, son, daughter, spouse, brother, or sister."

The County paragraph is as follows:

"15.01 Each employe shall be allowed up to three days off with pay in the event of the death of employe's mother, father, son, daughter, spouse, brother, or sister."

The difference is in the extended time. The County offers more time off and states that this is the present procedure.

Union paragraph 16.01 must be taken along with paragraph 16.02 for which the County has no counterpart. This paragraph states:

"16.02 One day of paid leave shall be allowed in case of the death of such employe's mother-in-law, father-in-law, brother-in-law, sister-in-law, son and daughter-in-law, grandparents of employes or spouse, grandchildren, or any other relative living in the same house."

The two articles, when compared in full provisions, thus indicate that the County is willing to offer more funeral leave for a narrower confinement of relationship, whereas the Union's proposal is to broaden it rather considerably by a one day provision for funeral leave for near relatives.

The County currently offers two days leave to Highway employes for the immediate family, and the immediate family includes father-in-law and mother-in-law. A perusal of the Union Exhibit 18, various contracts, reveals a wide variance of practice. The Union's proposal seems broader in its inclusion of the definition of extended family for a one day leave than most contract provisions, whereas the County's proposal seems narrow.

The cost would come under the present wages to about \$23.60 a day for an employe.

The arbitrator believes that the Union's provision is too broad in its second paragraph, and therefore believes that the County proposal is somewhat more appropriate for this article on funeral leave.

18. Military Leave. Union Article XVII and County Article XVI are both entitled "MILITARY LEAVE." Each has one paragraph.

The Union paragraph is as follows:

"17.01 Employes who are members of the National Guard or military reserves or other military service organization shall be granted temporary leave for tours of duty. The employe shall be paid the difference between his regular earnings, not to exceed (2) weeks for any one call out for reserve training or emergency duty, and his service pay for such period. Any employe called out for active duty with the Armed Forces of the United States of America shall be granted a military leave of absence and his seniority shall continue to accumulate during such leave; however, such employe must return to duty within ninety (90) days from the day of release from such active duty in order to be re-employed with such continued service status."

The County paragraph 16.01 is as follows:

"Employees who are called to military service shall be granted temporary leave for tours of duty."

The Union states that its provision is standard in contracts and provides for the Employer making up the difference in earnings the employe might lose by being in the Guard, but at the rate of pay of the Guard now, the County might not have to pay anything.

The County states that joining the Guard is a voluntary thing in this time of enlistments, and the County should not be subsidizing the higher levels of government. The employe naturally would have the right to his job when he came back, and the proposal as the Union offers it would be costly to the County.

No member of the Sheriff's department now belongs to the National Guard.

A perusal of contracts in Union Exhibit 18 reveals that many of the contracts are silent on this issue, but some contain provisions on service in the Wisconsin Guard and those provisions provide for the Employer to make up the difference in pay.

The arbitrator holds that the Union's offer is the more appropriate in this case.

19. Workmen's Compensation. Union Article XVIII and County Article XVII both concern "WORKMEN'S COMPENSATION." Union paragraphs 18.01 and 18.02 are comparable to County paragraph 17.01. The Union paragraphs are as follows:

"18.01 All employes shall be covered by Workmen's Compensation insurance. In the event an employe suffers compensatory injury or illness in the course of performing his duties, he shall be paid the difference between any payment under Workmen's Compensation and his regular pay. Time paid for in this section shall not be charged to sick leave."

"18.02 Payments to employes under this Article shall continue only while temporary total disability pay checks are being received."

The County paragraph is as follows:

"17.01 All employes shall be covered by Workmen's Compensation insurance and implemented in accordance with State law."

The Union argues that this type of provision, in which the Employer makes up the difference between what Workmen's Compensation provides and the employe's normal salary, is widespread in law enforcement agencies and a provision like it (but not the exact same) is the Sawyer County Social Services union contract.

The County's argument is that it has to pay the insurance and is liable to claims against it for duty-related injury, and if it has to make up the full pay, this is exorbitant.

Reviewing the Union Exhibits 17 and 18, the arbitrator notes that provisions like this are in several of the contracts. In some, the difference between compensation and pay is made up by drawing on sick leave (which this Union offer expressly forbids) and in other cases the difference in pay is covered for a limited period of time up to a certain period of months.

Of the two, the Union proposal seems to conform more nearly to the norm of current practice.

20. Wisconsin Retirement Fund. Article XIX of the Union's proposal and Article XVIII of the County's proposal are both entitled "WISCONSIN RETIREMENT FUND."

The Union Article is as follows:

"19.01 The Employer agrees that with respect to earnings paid to participating employes, the Employer shall pay to the Wisconsin Retirement Fund, in lieu of an equal amount of retirement contributions required to be deducted from each payment of earnings of participating employes, an amount equal to the employe's share of the gross wage of each such employe. Such payments by the Employer shall be reported to the Wisconsin Retirement Fund in the same manner

as though deducted from the earnings of participating employes, and all such payments by the Employer shall be available for all Retirement Fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employes, it being understood that such payments made by the Employer shall not be considered municipality contributions."

The County Article is as follows:

"18.01 The Employer shall pay the employe's contribution to the Wisconsin Retirement Fund."

The Union states that its Article constitutes present policy and the language employed is standard. It states that there had been a strike among some County employes and the results of the settlement of that strike were conferred upon other workers. This included the present retirement policy. The County states that under its provision the Sheriff's Department will get full retirement payments.

Considering the language employed by the two Articles, the arbitrator favors the County Article. While the Union Article may be standard language and may be used by others, the language gives this arbitrator a sense of uneasiness in that the employer is asked to report to the Wisconsin Retirement Fund its contributions to the Fund on behalf of the employes as if made by them. This arbitrator does not know how the Fund looks at such contributions which appear one way in bookkeeping but are actually something else, and so he prefers the simpler language of the County. The effects are the same.

21. Wage Rates. Article XX if the Union's proposal is entitled "WAGE RATES." It is comparable to County Article II entitled "NEGOTIATIONS." Both cover a method of arriving at the procedure in seeking to reach an agreement. They are otherwise quite dissimilar and have to be analyzed independently. The Union Article is as follows:

"20.01 The wage rates shall be bargained for annually or biannually as mutually agreed upon between the Parties, and shall automatically become a part of this Working Agreement, see addendum. The jobs of employes and the prevailing wage shall be listed. Where no data can be obtained that could be applied as a prevailing rate, the parties shall negotiate such a rate."

Paraphrased, this Article provides that the parties will agree to bargain for wage rates either annually or biannually, and when an agreement is reached, the terms of that agreement must become part of the written agreement.

Further, the jobs of employes and the wage rate shall be listed. The sentence embodying this provision could also be interpreted to mean that only jobs of employes which command a prevailing rate, (i.e. a rate in the building and construction trades) shall be listed. The arbitrator believes that the Union's intent here is to list the position within the bargaining unit with the classification and the rate attached.

The sentence also implies that automatically the prevailing rate in private industry shall apply to County employes where appropriate, since in the last sentence of the paragraph, it states:

"Where no data can be obtained that could be applied as a prevailing rate, the parties shall negotiate such a rate."

It might be noted here that this paragraph leaves a resourceful employer in a position to challenge all prevailing rates, in that the employer can challenge any existing rates by saying that they are not particularly applicable for many reasons.

Against this Article, one must consider the County's Article. This Article provides that if there is to be a reopening of the contract, the party wanting new negotiations must notify the other party in writing of its request by the 15th day of August during the year in which the contract shall expire. Within 30 days thereafter, the party requested to meet shall call a meeting. The County states that since bargaining takes place from year to year, more language is not needed.

This Article presents a form of time-table for initiating negotiations. It does not attempt to fix a limit as some agreements do by which negotiations will have been concluded in an effort to meet budget deadlines, but rather it is open ended. From the

Union's point of view, this provision could lead to dilatory action by the Employer, and further, it provides that the initial meeting time and place be set by the Employer alone. The Union fears that there might not be good faith bargaining, and the County says that state provisions provide a remedy.

While the initial effort to set a time line for reopening negotiations is good, it could lead by strict interpretation to a bar to the Union, if, for some reason, including a technical reason, the offer did not come in on time.

The Article, therefore, also has its weaknesses from the point of view of potential difficulties.

It might be said that both articles are not mutually exclusive, and could be composed into an article embodying the features of both.

Because of their incomplete construction, the arbitrator finds little to commend one over the other.

22. Reimbursement for Costs of Training, Education. Union Article XXI and County Article XIX are both entitled, "REIMBURSEMENT FOR COSTS OF TRAINING, EDUCATION." The Union Article is as follows:

"21.01 Upon receiving prior approval of the Sheriff, any officer desiring to further his education related to Police Science shall be reimbursed by Sawyer County for the cost of tuition, books and the reasonable cost of room and board and related expenses, including mileage. The employe will be on a non-paid status. The employe shall be reimbursed for the aforementioned expenses by submitting a voucher on forms provided by the Employer.

"21.02 The Employer will assume all costs, including salary at their regular rate of pay, for all educational courses required by Sawyer County."

The County's Article is as follows:

"19.01 An officer desiring to further his education and training in a course of education related to Police Science shall be reimbursed by Sawyer County for the cost of tuition, books and the reasonable cost of room and board and related expenses, including mileage. The employe will be on a nonpaid status. The employe shall be reimbursed for the aforementioned expenses by submitting a voucher on forms provided by the Employer. This section shall apply only when the Employer grants permission to the employe in the furtherance of said education."

The Union and the County agree that if an officer desires to get further education related to Police Science, he shall be reimbursed by the County for cost of tuition, books, reasonable cost of room and board, and related expenses, including mileage. A voucher must be submitted.

The Union also wants the Employer to assume all cost, including regular salary, for educational courses that the County requires. This means that if the courses were offered in a nearby area, salary would presumably be paid for time involved going and coming from the course, or if the employe resided elsewhere, near the school, he would receive his regular pay.

The Union states that if the County requires a course, it should pay for the costs and the course should be taken on County time. It believes that the new conditions of legislation require further education, especially for recruits. The Union notes that two officers are taking courses which are paid for by LEEA, and they wonder who will pick this up.

The County argues that the County, and not the Sheriff, should give permission for the courses, since the control of expenditures would be out of the hands of the County Board. The County notes that there is a present practice of the County to pay for courses.

In reviewing the various contentions here, the arbitrator finds the County's position most persuasive. The Union's proposal commits the County Board to pay for a decision

of the Sheriff, without requiring Board approval. This is contrary to good budgetary practices, unless the Sheriff agrees to program before hand any assignment of courses or permission for courses and has sought and gained an appropriation from the Board.

The arbitrator believes that paragraph 21.02 of the Union is a good paragraph: the County should assume costs for courses it requires; but in the absence of County Board control of this process, the arbitrator inclines to the County wording of the provision dealing with training and education.

23. Health Insurance. Union Article XXII and County Article XX are both entitled "HEALTH INSURANCE." Both provide that the Employer contribute toward a monthly, present group hospital insurance plan, wherein employes who are single have their premiums paid in full and employes under a family plan get one-half of the premium paid.

24. Insurance and Liability of Employes. Union Article XXIII and County Article XXI are both entitled "INSURANCE AND LIABILITY OF EMPLOYES." They are identical and provide for the County to assume the costs if any employe faces legal proceedings for acts in his official capacity.

25. Uniform Allowance. Union Article XXIV and County Article XXII are both entitled "UNIFORM ALLOWANCE." The Union's provision is as follows:

"24.01 Uniforms shall be provided for all personnel with the initial allowance to be up to (\$250.00). Any employe who leaves the service of the Employer within one year shall return the clothing and equipment purchased with the allowance. The Union shall make reasonable efforts to encourage an employe to comply with this provision but shall not be held liable for the failure of an employe to so comply.

"24.02 In addition to the initial clothing allowance, each officer shall receive a clothing and cleaning allowance of (\$100.00) annually."

The County's Article states:

"22.01 Uniforms shall be provided for all personnel with the initial allowance to be up to (\$100.00). Any employe who leaves the service of the Employer within one year shall return the clothing and equipment purchased with the allowance."

Comparing those two Articles, it is seen that the initial payment for uniform allowance requested by the Union is \$250, as compared to the County's offer of \$100. The Union states that it should make reasonable efforts to have an employe return his equipment who leaves before one year, but should not be liable. It also wants a \$100 annual clothing and cleaning allowance with the County offering no counterpart.

The Union says that the County's offer is less than what is now the policy where full uniforms are furnished for Patrol Deputies. The Union notes that the County provides no uniforms for Radio Operators-Jailers and the Clerk, who are also deputized. The Union states that this is costly on the inadequate salaries and is discriminatory. The Union states that the Sheriff feels all deputies should be in uniform. Union Exhibit 19 shows that 16 of 21 counties in the Sawyer County region offer better amounts for initial uniform allowance and that 17 counties offer some form of annual allowance.

The County states that it is initiating this policy and is basing its initial offer as a kind of comparison with the City of Superior, which offers a \$150 allowance.

The arbitrator, in reviewing the information provided him, believes that the Union's request is reasonable and conforms with the pattern of allowances offered by many counties, though the request is on the high side.

26. Pay Period. Union Article XXV is entitled "PAY PERIOD." There is no County counterpart. Union Article XXV is as follows:

"25.01 Employes shall be paid on the first and the fifteenth of each month. Pay checks shall be available prior to 2 p.m. on each pay day. If said pay day falls on a holiday, during a vacation, or on a weekend, the employes shall receive the pay checks on the day prior thereto. Employes shall receive their vacation pay checks prior to the vacation pay period. Pay checks shall provide an itemized statement of overtime and all deductions made and shall be distributed in sealed envelopes."

The present pay period is monthly. This Article proposes a bimonthly period. The County says it has no objection to this Article. The arbitrator believes the Article is reasonable.

27. Legal Agreement. Union Article XXVI and County Article XXIV are entitled "LEGAL AGREEMENT." The Union Article is as follows:

"26.01 If any Article or part of this agreement shall be held invalid or illegal by a court of competent jurisdiction, the same shall not affect the rest of this agreement, which shall continue in force, and the parties shall immediately meet to negotiate a legal settlement of the clause in question."

The County's Article is as follows:

"24.01 If any Article or part of this agreement shall be held invalid or illegal, the same shall not affect the rest of this agreement, which shall continue in force."

It can be seen that the difference between the two proposals is the Union clause requiring renegotiation of a clause considered illegal or invalid. The Union believes that if a clause is declared illegal or invalid, it should be renegotiated because the matter should not be left dangling for another period of time. It notes that there are disputed clauses which have gone to arbitration, and the arbitrators have held that the contract language supersedes the law. The Union states that such matters would have to be settled and, possibly, taken into court.

The County believes that its language is sufficient. It believes that when a matter is declared illegal or invalid, the parties ought to live with it until the next negotiating period, and it notes that under some arbitration, arbitrators have held that contract language does not supersede the law.

In comparing severability clauses found in Union Exhibit 18, a collection of contracts, the arbitrator finds that the Union proposal is a standard in those contracts where an article on severability is found, and so holds that the Union's proposal more nearly meets the statutory guidelines.

28. Duration. Union Article XXVII and County Article XXV both are entitled "DURATION." The Union Article is as follows:

"27.01 This agreement shall be in full force and effect from September 1, 1974 to and including August 31, 1976. The agreement shall be automatically renewed from year to year thereafter, unless the party desiring to modify, alter, or otherwise amend the agreement or any of its provisions gives to the other party written notice on or before June 1 of any anniversary thereafter."

The County Article:

"25.01 This agreement shall be in full force and effect from January 1, 1975 and shall automatically terminate on December 31, 1975."

The Union believes it would be imperative to have a two-year agreement. Normally, it would not be asking for a two-year agreement initially, but the Union states it had a great deal of trouble with the Employer. It states it petitioned the Employer on April 29, 1974 and received no reply for many months thereafter from the County Board.

The Union states it did not get to the Employer until it petitioned for final and binding arbitration, and then made little progress. The Union states that it had only one meeting, on July 29, 1974, and that the County stated that it would not negotiate on any contract for 1974 or include the Undersheriff. The Union held that this meeting, which lasted a short time, showed that the County was not bargaining in good faith. If a one-year contract is given, the Union will be right back in negotiations for the next year. This proposal is important for labor peace. The Union states that the WERC mediator suggested that there be a two-year contract. The Union submitted a history of these attempts at negotiation.

The County Negotiator states that he was not informed of the letter of April 29 and that the first document he received from the Chairman of the Sheriff's Committee of the County was dated May 21, 1974. The Union at that time had not contacted the Negotiator. The County states that shortly thereafter Mr. Erickson, the Union Representative, went on vacation and a substitute came into the area, but did not contact him. Shortly thereafter, the County got a demand for fact finding filled in on a wrong form. The correct form was filed on July 16, 1974 with the WERC. The County states that it did meet thereafter. The County states that it did submit an offer at the meeting. These documents were submitted as County exhibits.

The Union states that it did not mention any previous proposal to the arbitrator, because at the meeting with the County, the County insisted that if no agreement were reached and the matter went to compulsory and binding arbitration, no previous offers would be used against the County, and so it did not make any reference to these offers.

The County objects to the Union's contention that the mediator suggested a two-year contract, because it cannot be proved.

The Union objected to the introduction of the exhibits without the explanation of what its position was. The exhibits were received with the noting of the objection. The Union objects to County Exhibit 3, a County proposal, as being inaccurate. The Union states that it was received on September 12, 1974, and that this was the first time the Union met with the Employer and this was the result of mediation. The Union says that the span of time between the original petition to begin negotiations is an indication of the Employer's refusal to negotiate with the Union.

The County Negotiator holds that the Union, during the time of June, did not inform him, because the principal representative did not inform him and the substitute representative did not inform him, although the Union had known he was the Negotiator.

Subsequent to this, there were other difficulties in getting together. The sum of the Union's position is that the County is extremely difficult to deal with, and the County's principal position is that the Union did not give proper notice. The County says that it did meet; the Negotiator said that he took a strong position for the County. Subsequent delays were due to the County Negotiator's vacation and then his lengthy illness.

Concerning other reasons for the two-year contract, the Union states that the department heads would like it. The Sheriff himself states that either a one-year or a two-year contract would be acceptable, but he would favor a two-year contract because he has only five people in the field and does not like having men in contract negotiations. The County Negotiator disagrees with the Sheriff, because they would have to be in negotiations in either event in the fall of 1975 for the 1976 contract.

The County notes that the common practice is a one-year contract from January 1 to December 31.

The Union notes that two-year contracts are coming into effect, especially around Eau Claire and Chippewa.

It should also be noted here that the two year proposal of the Union is closely tied with its wage requests, which are upgraded over a two year period.

The Union further believes that it has lost income from the failure of the Employer to negotiate and needs to catch up from a lag for other reasons; hence the retroactivity to 1974.

In reviewing comparable conditions, especially in Union Exhibit 18, the arbitrator notes that most of the police agreements in that exhibit are for the calendar year and do not split the year. The County Negotiator states that all the agreements he has seen in the area around Sawyer are for one year. The arbitrator notes, that while two-year agreements are appearing in other areas of the state, the present prevailing pattern in Northwestern Wisconsin is a one-year agreement.

Concerning the contention that a two-year agreement will prevent the need for further negotiations for awhile, the County Negotiator makes a worthwhile observation that there will be negotiations in the fall anyway because the contract will expire in the middle of 1976 and the budget for the 1976 period will be set this fall.

On the basis of comparability and regarding this issue of duration independently, the arbitrator believes that the one-year duration period, based on a calendar year, is reasonable and meets the statutory guidelines.

## II. THE WAGE PROPOSAL

1. The "Addendum". Attached to both proposals are pages marked "ADDENDUM 'A'." These are the wage requests of the Union and the wage offers of the County. They are reproduced herewith.

2. Union's Position. The Union contends that the County has been paying very low wages and needs to catch up to the average in the area. It notes that even under its proposal the payments in Sawyer County will not be average because the other counties will have moved ahead. The Union supplied three pages of evidence in its Exhibit 19, pages 1, 2, and 3, which deal with salary and longevity pay, compared by county as listed. These pages are included herewith.

The Union notes that in comparing salaries, the Sawyer County Undersheriff is \$255 below the average for Chief Deputy, and the Sawyer County Deputy Sheriffs are paid \$148 below the average. It notes that for the position of Jailer and Radio Operator (which positions are combined in Sawyer), the pay is \$232 and \$225 per month, respectively, below the average of these title classes in other counties.

The Union further notes that only two counties shown in Exhibit 19 pay such low wages. It notes that the next lowest classification of Deputy Sheriff, which is in Bayfield County, pay \$67 a month above Sawyer County, or \$610. It states that the Hayward Police Department pays \$641.84 for a Patrolman and \$681.84 for a Sergeant. The Union notes that the police get better fringe benefits in health insurance.

The Union states that the cost of living increase through December of 1974 was 12.2%. It states in its Memorandum on Salary and Fringe Benefit Increases:

"If we were to assume that all of the 21 counties used in Exhibit 19 were to receive a 9% increase for January 1975, the average salaries would be:

Chief Deputy - \$892.71  
Deputy Sheriff - \$753.19  
Radio Operator-Jailer - \$708.51

Addendum 'A' will show that Sawyer County will still not reach (Union emphasis) this projected January 1975 level by September of 1976."

The Union states that it has reason to believe that 9% offers are being made and lists the following:

Door County Sheriff's Department - 16% across-the-board increase

Fond du Lac County Traffic Officer and Radio Operators -  
11.8% total package

Crawford County Sheriff's Department - \$600 annual increase for Radio Operator-Jailer; \$628 for Investigator.  
Sergeant and Traffic Deputies; \$777 per month, top rate, Deputy

Tomah Police - \$105 across-the-board, plus fringes

Kewaunee Police - \$3.50 across-the-board on 1/1/75; \$35 more on 7/1/75, plus fringes

Kewaunee County Law Enforcement - \$.44 per hour to Traffic Officers; \$.54 for Radio Operators-Jailers, plus fringes

Mayville Police - \$8.85 wages, plus fringes

Horican Police - 10% across-the-board

Hartford Police - 10% across-the-board first year, another 10% in two stages in second year

Addendum "A"  
 Sawyer County Law Enforcement Salaries  
 Effective September 1, 1974 through August 31, 1976

	Chief Deputy	Patrol Deputies	Dispatcher Jailer	Special Deputies	Deputy Clerk
Present Salary	564.00	543.00	425.00		1.88
Increase Sept. 1, 1974	76.00	52.00	75.00		.32
Salary Sept. 1, 1974	640.00	595.00	500.00		2.20
Increase Jan. 1, 1975	80.00	80.00	80.00		.15
Salary Jan. 1, 1975	720.00	675.00	580.00	3.15	2.35
Increase May 1, 1975	60.00	-----	50.00	----	.15
Salary May 1, 1975	780.00	675.00	630.00	3.15	2.50
Increase Sept. 1, 1975	50.00	50.00	50.00	.27	.20
Salary Sept. 1, 1975	830.00	725.00	680.00	3.42	2.70
Increase Jan. 1, 1976	50.00	50.00	50.00	.27	.25
Salary Jan. 1, 1976	880.00	775.00	730.00	3.69	2.95
Increase May 1, 1976	50.00	50.00	50.00	.27	.25
Salary May 1, 1976	930.00	825.00	780.00	3.96	3.20

During the employees 6 month probationary period he shall be paid as follows:

- (a) First three (3) months, ten (10%) percent less than base rate.
- (b) Second three (3) months, five (5%) percent less than base rate.

*Sawyer County Sheriff's Department*

ADDENDUM "A"

Sawyer County Law Enforcement Department Salary Schedule for the year 1975.

Undersheriff	-----	\$634.00 Per Month
Patrolmen	-----	\$611.00 Per Month
Desk Disp.	-----	\$484.00 Per Month

During the employees 6 month probationary period he shall be paid as follows:

- (a) During the first six (6) months of service the employee shall receive ten (10) per-cent less than the regular rate of pay established for the position.
- (b) Upon successful completion of the probationary period the employee shall then be entitled to the regular rate established for the position.

## COUNTY LAW ENFORCEMENT SALARY COMPARISON, 1974 SALARIES

County	Sheriff and Traffic Combined	Under- Sheriff	Chief Deputy	Deputy Sergeant	Deputy Sheriff
Ashland	Yes	711			621
Barron	Yes		847		708
Bayfield	Yes		700	635	610
Burnett	Yess		750		750
Chippewa	No		800		714
Clark	No	670	883		650
Douglas	Yes	829		813	772
Dunn	No	741			2.50 PT
Eau Claire	Yes		901		
Iron	No		800		740
Lincoln	Yes		845	840	790
Marathon	Yes		992	899	827
Oneida	Yes		912	775	702(2)
Polk	Yes		885		685(3)
Price	Yes		750		700
Rusk	Yes		835		
St. Croix	No	217(1)	786		686
Sawyer	Yes	564			543
Taylor	Yes		816		708
Vilas	Yes		875	790	700
Washburn	Yes	583	542		542
Average Salary		688	819	792	691

County	Jailer	Radio Operator	Traffic Captain	Traffic Officer
Ashland	590			
Barron		634		759
Bayfield	560(4)	560(4)		
Burnett	2.15(4)	2.15(4)		
Chippewa	688		726	714
Clark	571	883	795	775
Douglas	729			
Dunn	672	616	890	780
Eau Claire	783		1089	823
Iron	618	548		
Lincoln				
Marathon	819	819		
Oneida		749		
Polk	661(4)	661(4)		
Price	2.50 P.T.	2.50 P.T.		
Rusk	3.15(4)	3.15(4)	810	685
St. Croix		726	1010	923
Sawyer	425(4)	425(4)		
Taylor				
Vilas	701(4)	701(4)		
Washburn		475		
Average Salary	657	650	887	780

All salaries listed above are those in effect after 18 months of service. Part time rates are not included in computing averages.

(1) This salary not used in computing the average

(2) Oneida County has a maximum salary of \$882 after 7 years service.

(3) Polk County has a maximum salary of \$860 after 10 years of service.

(4) Radio operator and jailer positions combined.

<u>COUNTY</u>	<u>LONGEVITY SHERIFF OR COMBINED</u>
Ashland	-----
Barron	-----
Bayfield	\$1 per month of service after completion of 36 months
Burnett	-----
Chippewa	\$10 per yr. after 3 years of employment; then \$10 per yr. thereafter
Clark	-----
Douglas	-----
Dunn	\$5 per month over base pay after 3 yrs; \$8 per month after 5 yrs
Eau Claire	-----
Iron	after 3 yrs-1% of present years salary; 5 yrs-2%; 10 yrs-3%; 15 yrs-5%; 20 yrs-7%
Lincoln	\$1 per month after 36 months - then retroactive
Marathon	\$5 for every 5 years of service to a maximum of \$20
Oneida	-----
Polk	-----
Price	-----
Rusk	-----
St. Croix	-----
Sawyer	-----
Taylor	\$25 extra after 5 years of employment
Vilas	\$5 per month every 5 yrs to maximum of \$25 per month after 25 years
Washburn	-----

Waupan Police - \$.50 per hour for Patrolmen; \$.60 for Sergeant

Dodge County - \$60 per month across-the-board

Jackson County - 1974: \$106 per month for Traffic Officers and \$92 per month for Radio Operators-Jailers; 1975: \$86 per month for Traffic Officers and \$72 per month for Jailers

Iron County - Cost of living increase of \$.39

Ashland Police - 10% across-the-board

The foregoing were settlements with AFSCME locals. The Union supplied other information which will not be recounted here, but reflects ranges as above.

The Union holds that the Employer's offer falls short of what is being offered elsewhere, and since the employees were behind before negotiations began, they will still be behind the averages.

The Union disputes the County's figures on an hourly rate, saying they are meaningless since they are computed on a 40-hour week when the Employer is actually proposing a 44-hour week. It states that under the Employer's proposals the correct hourly rates would be: Under-sheriff - \$3.33; Patrolmen - \$3.22; Dispatcher - \$2.55, based on the Employer's proposed 44-hour week with 190 hours per month or 2,288 hours a year.

The Union also disputes the County's Exhibit 5, page 2, which lists the salaries of private employers in the County. The Union states it does not know if these are the highest taxpayers and claims the County selected the lowest paying businesses in the area. The Union states there are other industries, such as utilities, which pay higher rates.

The Union further notes that the County, when considering how much to pay its officers, made a comparison; it compared those officers with officers in other counties. It states that this principle should obtain higher rates for all County employees.

The Union claims that other counties like Sawyer, which are also resort and recreational counties, pay higher rates.

The Union states that all counties, not only Sawyer, are experiencing unemployment but are paying higher public wages.

Concerning other information which the County supplied from census data, the Union contends this 1970 census data is out of date.

The Union also notes that the County has enough funds to meet the Union's request. It refers to Union Exhibit 20, which is a page citing County Resolution #52 of November 22, 1974, which was unanimously adopted. This resolution appropriated for the budget of 1975, \$1,033,167.73 and spread \$338,500.73 on the tax rolls, since \$294,662 was anticipated in revenue and \$400,000 was expected from Federal Revenue Sharing funds and surpluses. The Union holds that its request would have hardly made a dent in the Revenue Sharing funds, and the County could easily pay the request.

3. Union's Projected Costs. The Union supplied the following projected costs:

COST-OUT OF UNION PROPOSAL

<u>JOB CLASS</u>	<u>ANNUAL INCREASE</u>	<u>AVERAGE MONTHLY INCREASE</u>
<u>FIRST YEAR</u>		
Chief Deputy	\$1,792.00	\$149.33
Deputy Sheriff	1,264.00	105.33
Dispatcher-Jailer	1,740.00	145.00
Deputy-Clerk	644.80	53.73

<u>JOB CLASS</u>	<u>ANNUAL INCREASE</u>	<u>AVERAGE MONTHLY INCREASE</u>
<u>SECOND YEAR</u>		
Chief Deputy	\$1,200.00	\$100.00
Deputy Sheriff	1,200.00	100.00
Dispatcher-Jailer	1,200.00	100.00
Deputy-Clerk	728.00	60.66

The Union notes that it is not possible for it to give a cost for Special Deputies, since they are hired on special occasions and are paid by organizations for those occasions, or are hired in emergencies to supplement the regular staff.

The Union supplies this table for total costs:

TOTAL EMPLOYER COST OF UNION PROPOSAL

<u>JOB CLASS</u>	<u>1ST YEAR CONTRACT</u>	<u>2ND YEAR CONTRACT</u>	<u>NUMBER OF EMPLOYES</u>
Chief Deputy	\$ 1,792.00	\$ 1,200.00	1
Deputy Sheriffs*	5,056.00	4,800.00	4
Dispatcher-Jailers**	6,960.00	4,800.00	4
Deputy-Clerk	<u>644.80</u>	<u>728.00</u>	1
TOTAL ANNUAL COST:	\$14,452.80	\$11,528.00	

\* The County hires one part time Deputy who works occasionally.

\*\* The County hires one part time Dispatcher-Jailer who works approximately one-fourth time.

STATE OF WISCONSIN  
SAWYER COUNTY

The Union estimates incidental labor factors. These factors include paid vacation, paid holidays, paid sick leave, and Wisconsin Retirement contribution, which equals a maximum of 14% in incidentals.

	<u>1ST YEAR</u>	<u>2ND YEAR</u>
Incidental Cost	\$2,023.28	\$1,613.92

4. Union's Projection of County Proposed Costs. The Union gives the following estimate of the County's costs:

UNION ESTIMATE OF EMPLOYER PROPOSAL COST OF ONE YEAR CONTRACT

<u>JOB CLASS</u>	<u>MONTHLY INCREASE 1975</u>	<u>ANNUAL INCREASE</u>	<u>NUMBER OF EMPLOYES</u>	<u>TOTAL</u>
Undersheriff	\$70.00	\$840.00	1	\$ 840.00
Patrolman	68.00	816.00	4	3,264.00
Desk-Dispatcher	59.00	708.00	4	2,832.00
TOTAL FOR 1975:				\$6,936.00
INCIDENTAL COSTS FOR 1975:				\$971.04

The Union notes that the Employer has not listed any compensation for a Deputy Clerk-Matron, who is in the bargaining unit and was declared to be so by the WERC.

The Union also notes that the County is using the classification of Undersheriff, while the Union calls him a Chief Deputy, and it wants the arbitrator to set the job titles.

The Union also states that the Employer did not submit any evidence as to why they keep their employes in the lowest categories of wages of any of the surrounding counties.

5. Percentage Increases. The Union states that with respect to percentage increases stated by the County, these should not be the factor on which the award in the instant matter hinges. The Union calls attention to the decision in the matter of TEAMSTER UNION LOCAL NO. 695 Vs. CITY OF DODGEVILLE, WERC Case 1, No. 18479, MIA-122, Decision No. 13217-A, in which the arbitrator made an award which exceeded an increase of 17% because the City had been so far below comparable cities. This case was decided on February 19, 1975.

The Union states that the Employer's tardiness in paying should not be used adversely against the Union.

6. The County's Position. The County states that the acceptance of the monetary package would be disastrous. It states that the County does not have the base nor the wage rates in private industry to support the kind of increase asked by the Union.

The County also notes the high percentage increases it is offering.

In support of these contentions the County offered Exhibit 5, which is submitted herewith.

County Exhibit 4 also was in support of this general thesis and the tables in it are condensed herewith:

1. UNEMPLOYMENT AVERAGES - FEBRUARY, 1975 BY PERCENT OF  
TOTAL COUNTY POPULATION

Sawyer	16.9%
Bayfield	12.2%
Washburn	11.8%
Rusk	11.7%
Douglas	11.0%
Ashland	9.3%

Source: Northwestern Wisconsin Regional Planning and  
Development Commission

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2. PERCENT OF ALL FAMILIES WITH INCOMES LESS THAN POVERTY LEVEL

Sawyer	21.1%
Bayfield	15.3%
Washburn	14.1%
Ashland	12.3%
Barron	11.8%
Douglas	10.4%
Milwaukee	6.4%

Source: 1970 Census, General Social and Economic Characteristics,  
Table 124

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3. PERCENT OF TOTAL FAMILIES BELOW POVERTY LEVEL

Sawyer	35%
Bayfield	24%
Washburn	22%
Barron	19%
Ashland	18%
Douglas	17%
Milwaukee	11%

Source: 1970 Census, General Social and Economic Characteristics,  
Wisconsin, Table 124

The following is a summary of rates of pay to various Sawyer County Law Enforcement positions for the years 1972, 1973 and 1974.

The 1975 rates of pay being offered are the equivalent of 8% over the 1974 rates plus \$25.00 per month.

The percentage (%) columns in each case identify the actual percentage (%) increases granted between the years 1972, 1973, 1974 and 1975.

<u>Title</u>	<u>1972</u> + <u>(%)</u> =	<u>1973</u> + <u>(%)</u> =	<u>1974</u> + <u>(%)</u> =
Undersheriff	\$468.30 + 12.74% =	\$528.00 + 6.81% =	\$564.00 + 12.41% = \$6
Patrolmen	468.30 + 6.34% =	498.00 + 9.03% =	543.00 + 12.52% = 6
Desk Disp.	350.00 + 13.71% =	398.00 + 6.78% =	425.00 + 13.88% = 4

To determine the hourly rate of the above titled positions (based on a 40 hour work week) the following formula is used.

	<u>Monthly Rate</u>	x	<u>Annual Rate</u>	<u>Divide By</u>	=	<u>Hourly Ra</u>
Undersheriff	\$634.00	12	\$7608.00	2080	=	\$3.65
Patrolmen	611.00	12	7332.00	2080	=	3.52
Desk Disp.	484.00	12	5808.00	2080	=	2.79

The hourly rates have herewith been identified for easy reference should you desire to make a comparison to the hourly rates being paid by the six (6) highest taxpayers in Sawyer County.

Noteworthy is the fact that most of the rates in Sawyer County, paid by the highest taxpayers, are much less than the 1975 offer to the Law Enforcement employees. (See next page for reference purposes.)

The following firms are the highest taxpayers in Sawyer County and identify themselves to rates of pay and fringe benefits they allow or provide to their employees.

<u>Firm Name</u>	<u>Hourly Rate</u>	<u>Vacation</u>	<u>Sick Leave</u>	<u>Holidays</u>	<u>Hosp Ins.</u>
Hayward Wood Working	\$2.10 (A) 2.20 (B) 2.30 (C) 2.40 (D) 2.62 (E)	None	3-Days	None	Company Pd.
Hayward Ready Mix	3.00 (?)	None	None	None	None
Johnson Timber	2.50 (F) 3.50 (G) 3.75 (H)	None	None	None	\$19.26 Per
Gillis Motors	2.30 (I) 2.75 (J) 4.00 (K)	1-Wk	None	7	50%
Hayward Lumber	2.65 (L) 2.78 (M) 2.80 (N) 3.10 (O) 3.22 (P)	2-Wks	6-Days	None	None
Co-op	2.00 (Q) 2.10 (R) 2.20 (S) 2.25 (T) 2.35 (U) 2.70 (V) 2.80 (W) 3.30 (X)	(1-3) Wks	5-Days	None	None

ALPHABET IDENTIFICATIONS

A-Begining Labor rate  
 B-After 1 Week  
 C-After 30 Days  
 D-After 90 Days  
 E-Average rate in plant  
 ?-Category not defined  
 F-Starting wage  
 G-Debarker operator After 1 year  
 H-Machine operator after 1 year  
 I-Common Labor and car wash  
 J-Mechanics  
 K-Top Mechanics  
 L-Truck Drivers

M-Truck Drivers, Yardmen and Office hel  
 N-Clerks  
 O-Clerks depending on years of service  
 P-Office help with years of service  
 Q-Stock boys  
 R-Waitresses  
 S-Checkers  
 T-Waitresses with experience  
 U-Checkers with experience  
 V-Material Handlers (?)  
 W-Station attendants  
 X-Station attendants with experience

4. ALL FAMILY MEAN WAGES OR SALARY INCOME

Sawyer*	\$5,582
Bayfield	7,033
Washburn	7,330
Barron	7,669
Ashland	7,714
Douglas	8,718
Milwaukee	11,227

\*Lowest of any Wisconsin County except Menomonee (\$5,523).

Source: 1970 Census, General Social and Economic Characteristics,  
Table 124

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5. PERCENT OF HOUSEHOLDS LACKING SOME OR ALL PLUMBING FACILITIES

Sawyer	36.0%
Washburn	33.5%
Ashland	22.0%
Bayfield	20.1%
Douglas	16.9%
Barron	14.1%
Milwaukee	7.2%

Source: 1970 Census, General Social and Economic Characteristics,  
Table 124

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6. NET OUT-MIGRATION, 1960-1970, AGE 20-24

Sawyer	60.3%
Ashland	24.8%
Douglas	11.1%

Source: Upper Midwest Council, Federal Reserve Bank Building,  
Minneapolis, MN, Population Mobility in the Upper  
Midwest--Trends, Prospects and Policies

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7. NET IN-MIGRATION, 1960-1970, AGE 65-69

Sawyer	26.6%
Ashland	4.5%
Douglas	-6.3%

Source: Upper Midwest Council, Federal Reserve Bank Building,  
Minneapolis, MN, Population Mobility in the Upper Midwest--  
Trends, Prospects, and Policies

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7. County's Projected Costs of the Union Proposal. The County offered three Exhibits, "A", "B", and "C" showing how it put costs to the Union's proposals. These exhibits follow:

8. Related Information. To adequately treat proper wage rates for the employees in the Sheriff's department of Sawyer County, it is useful to have information on the budget, tax rates, assessed valuation, population, and other matters.

In 1970 Sawyer County had a population of 9,670 persons of whom 8,803 were White, 3 were Negro, and 864 were "Other," mostly American Indian in this case. The population rose 2.1% since 1960. (1973 Wisconsin Blue Book, page 691.) The County was 64th out of 72 counties in population. The County had a land area of 1,259 square miles. (Ibid. page 657) About 43,717 acres of the land area is in the Lac Courte Oreilles reservation.

EXHIBIT X

	Undersheriff		Patrolman		Dispatcher	
Annual Salary	\$6768.00		\$6516.00		\$5100.00	
Monthly Salary	564.00		543.00		425.00	
<u>Month of</u>	<u>Dollar Increases</u>	<u>Above Base % Inc</u>	<u>Dollar Increases</u>	<u>Above Base % Inc</u>	<u>Dollar Increases</u>	<u>Above Base % Inc</u>
Jan. 1, 1975	\$ 70.00	12.41%	\$ 68.00	12.52%	\$ 59.00	13.88%
Feb.	70.00		68.00		59.00	
Mar.	70.00		68.00		59.00	
Apr.	70.00		68.00		59.00	
May.	70.00		68.00		59.00	
June	70.00		68.00		59.00	
July	70.00		68.00		59.00	
Aug.	70.00		68.00		59.00	
Sept.	70.00		68.00		59.00	
Oct.	70.00		68.00		59.00	
Nov.	70.00		68.00		59.00	
Dec.	70.00		68.00		59.00	
Dollar and % increase one year contract	\$840.00	12.41%	\$816.00	12.52%	\$708.00	13.88%

EXHIBIT A

UNDERSHERIFF

	<u>Add Dollar Increase</u>	<u>Tri-Yearly % Increase</u>	<u>Effective Monthly Rate</u>	<u>Tri-Yearly Accumulated % Increase</u>	<u>Accumulated Monthly Increase</u>	<u>% Increase Over Base 1-1-75</u>
1-1-75			\$564.00			
9-1-74	\$76.00	13.47%	640.00	13.47%	\$ 76.00	13.47%
1-1-75	80.00	12.50%	720.00	25.97%	156.00	27.66%
5-1-75	60.00	8.33%	780.00	34.30%	216.00	38.29%
9-1-75	50.00	6.41%	830.00	40.71%	266.00	47.16%
1-1-76	50.00	6.02%	880.00	46.73%	316.00	56.02%
5-1-76	50.00	5.68%	930.00	52.41%	366.00	64.89%

PATROLMAN

1-1-75			543.00			
9-1-74	52.00	9.57%	595.00	9.57%	52.00	9.57%
1-1-75	80.00	13.44%	675.00	23.01%	132.00	24.30%
5-1-75	-----	-----	-----	-----	-----	-----
9-1-75	50.00	7.40%	725.00	30.41%	182.00	33.51%
1-1-76	50.00	6.89%	775.00	37.30%	232.00	42.72%
5-1-76	50.00	6.45%	825.00	43.75%	282.00	51.93%

DISPATCHER

1-1-75			425.00			
9-1-74	75.00	17.64%	500.00	17.64%	75.00	17.64%
1-1-75	80.00	16.00%	580.00	33.64%	155.00	36.47%
5-1-75	50.00	8.62%	630.00	42.26%	205.00	48.23%
9-1-75	50.00	7.93%	680.00	50.19%	255.00	60.00%
1-1-76	50.00	7.35%	730.00	57.54%	305.00	71.76%
5-1-76	50.00	6.84%	780.00	64.38%	355.00	83.52%

EXHIBIT **B**

	Undersheriff		Patrolman		Dispatcher	
Annual Salary	\$6768.00		\$6516.00		\$5100.00	
Monthly Salary	564.00		543.00		425.00	
<u>Month of</u>	<u>Dollar Increases</u>	<u>Above Base % Inc</u>	<u>Dollar Increases</u>	<u>Above Base % Inc</u>	<u>Dollar Increases</u>	<u>Above Base % Inc</u>
Sept. 1, 1974	\$ 76.00	13.47%	\$ 52.00	9.57%	\$ 75.00	17.64%
Oct.	76.00		52.00		75.00	
Nov.	76.00		52.00		75.00	
Dec.	76.00		52.00		75.00	
Jan. 1, 1975	156.00	27.66%	132.00	24.30%	155.00	36.47%
Feb.	156.00		132.00		155.00	
Mar.	156.00		132.00		155.00	
Apr.	156.00		132.00		155.00	
May. 1, 1975	216.00	38.29%	132.00		205.00	48.23%
June	216.00		132.00		205.00	
July	216.00		132.00		205.00	
Aug.	216.00		132.00		205.00	
Dollar and % increase first 12 months	\$1792.00	26.48%	\$1264.00	19.40%	\$1740.00	34.12%
Sept. 1, 1975	266.00	47.16%	182.00	33.51%	255.00	60.00%
Oct.	266.00		182.00		255.00	
Nov.	266.00		182.00		255.00	
Dec.	266.00		182.00		255.00	
Jan. 1, 1976	316.00	56.02%	232.00	42.72%	305.00	71.76%
Feb.	316.00		232.00		305.00	
Mar.	316.00		232.00		305.00	
Apr.	316.00		232.00		305.00	
May. 1, 1976	366.00	64.89%	282.00	51.93%	355.00	83.52%
June	366.00		282.00		355.00	
July	366.00		282.00		355.00	
Aug.	366.00		282.00		355.00	
Dollar and % increase last 12 months	\$3792.00	56.02%	\$2784.00	42.72%	\$3660.00	71.76%
Dollar and % increase over 24 months	\$5584.00	82.50%	\$4048.00	62.12%	\$5400.00	105.88%

EXHIBIT C

CURRENT EMPLOYEE ANNUAL PAYROLL

	<u>Annual Rate</u>	<u>No. of Employees</u>	<u>Total Payroll</u>
Undersheriff	\$6768.00	1	\$ 6768.00
Patrolman	6516.00	4	26064.00
Dispatcher	5100.00	4	<u>20400.00</u>
Total Annual Payroll			\$53232.00

UNION WAGE PROPOSAL FIRST YEAR

	<u>Wage Gain See Exhibit 6</u>	<u>No. of Employees</u>	<u>Total Wage Gain</u>	<u>% Increase Above 1-1-75</u>
Undersheriff	\$1792.00	1	\$ 1792.00	
Patrolman	1264.00	4	5056.00	
Dispatcher	1740.00	4	<u>6960.00</u>	
Wage Increase first year			\$13808.00	25.94%

UNION WAGE PROPOSAL SECOND YEAR

Undersheriff	\$3792.00	1	\$ 3792.00	
Patrolman	2784.00	4	11136.00	
Dispatcher	3660.00	4	<u>14640.00</u>	
Wage Increase second year			\$29568.00	55.54%
Total 2 year Union wage proposal increase			\$43376.00	81.48%

The 2 year wage proposal would lead to an automatic \$600.00 raise per man in 1976-77 without any further negotiations.

The County assessment in 1974 was \$91,476,974, and its full valuation was \$170,821,785. (1974 Statistics Report of Property Values, Sawyer County, Wisconsin, Bureau of Property and Utility Taxation, Wisconsin Department of Revenue.)

According to a document submitted by the County, the total appropriations for the 1975 budget were \$1,033,162. Of this amount, the Sheriff's department had the following amounts designated for it:

Sheriff's Department	\$71,500
Auto Expense	14,000
Police Radio	3,000
Jail and Sheriff's Residence	5,000
Car Purchase	<u>11,500</u>
TOTAL:	\$105,000

The actual tax levy, however, was \$338,500.73, since Revenue Sharing funds and revenue reduced the amount needed by about \$694,000.

The 1973 Wisconsin Blue Book (page 624) lists the County as having an estimated 3.3 thousand families with a median income of \$5,050, which was 68th among 72 counties. The estimated effective buying income was \$22,630,000 or 65th among the 72 counties.

This same source (pages 626-627) indicates that Sawyer County, with 28.3% of its population with incomes under \$3,000 in 1971, was tied for 7th place with the highest percent of persons in such income bracket. It is also grouped with a number of counties for the low percentage of those with income over \$10,000.

Although the foregoing data is aging, it does not appear that any new, significant trends have been established to indicate that this County can be considered competitive with more industrialized counties, even those of the Northwest Wisconsin region. This, then, is a factor in consideration.

9. Comparisons of Projected Costs. Comparison of projected costs in summary as presented by each party is useful. It reveals a difference.

PROJECTED INCREASED COST OF UNION WAGE PROPOSAL

<u>SOURCE</u>	<u>1ST YEAR</u>	<u>2ND YEAR</u>
Union*	\$14,452.80	\$11,528.00
County	13,800.00	29,568.00

\*Includes Deputy-Clerk at \$644.80 annual increased cost.

An examination of the foregoing table shows a great discrepancy in the cost during the second year which cannot be reconciled by simply adding the Union's first and second year cost of increases, which comes to \$26,080.80.

The difference in increased costs reported is to be found in the fact that the Union's summary reflects the increased costs during the second year, after a new base rate has been achieved at the end of the first year. The County's summary reflects the increased costs in the second year using the base which existed before the first year. The County's method of calculation is shown in Exhibit B, page 51, and appears to be the more realistic estimate of what the Union's proposal will cost.

The County, in its tabulation of costs in the second year, starts with the monthly dollar increase at the end of the first year which is as follows:

<u>TITLE</u>	<u>ACCUMULATED MONTHLY INCREASE TOTAL, END OF FIRST YEAR</u>
Undersheriff	\$216
Patrolman	132
Dispatcher	205

To these totals, the County added its average monthly increase for the second year:

<u>TITLE</u>	<u>AVG. MONTHLY INC.-1ST YEAR</u>	<u>AVG. MONTHLY INC.-2ND YEAR</u>	<u>TOTAL</u>	<u>YEAR'S TOTAL</u>
Undersheriff	\$216	\$100	\$316	\$3,792
Deputy	132	100	232	2,784
Dispatcher	205	100	305	3,680

10. Comparisons of Percentage Increases in Union Proposal. The arbitrator believes it is useful to set forth percentage increases in a way different than that presented by the County in Exhibit A, foregoing. In Exhibit A, the County has shown very high percentage increases in a two year period over the base pay. The arbitrator believes that a more realistic way of dealing with the percentage increases comes in calculating the increase on an annual basis for a useful comparison. Hence the following table:

UNION PROPOSED INCREASES IN BASE PAY  
ANNUALLY OVER A 2 YEAR PERIOD

<u>DATE</u>	<u>UNDERSHERIFF</u>			<u>PATROLMAN</u>			<u>DISPATCHER</u>		
	<u>BASE</u>	<u>INC.</u>	<u>PER- CENT</u>	<u>BASE</u>	<u>INC.</u>	<u>PER- CENT</u>	<u>BASE</u>	<u>INC.</u>	<u>PER- CENT</u>
Sept. 1, 1974 to Aug. 31, 1975	\$564	\$216	38.29	\$543	\$132	24.3	\$425	\$205	48.23
Sept. 1, 1975 to Aug. 31, 1976	780	150	19.23	675	150	22.22	630	150	23.8
Sept. 1, 1976	930			825			780		

Thus, in the usual method of reporting wage settlements, the increases, for example, would be reported in the case of a Deputy Sheriff (Patrolman) as 24.3% for the first year and 22.2% for the second year.

11. Basic Rate Comparisons. Comparisons from Union Exhibit 19 with the Union's proposal and the County's proposal are helpful.

BASIC RATE COMPARISONS FROM UNION EXHIBIT 19

<u>TIME</u>	<u>AVERAGES</u>				
	<u>UNDERSHERIFF</u>	<u>CHIEF DEPUTY</u>	<u>DEPUTY</u>	<u>JAILER</u>	<u>RADIO OPERATOR</u>
1974	\$688	\$819	\$691	\$657	\$650
Assume 9% Inc.-1975 New Base	750	893	753	716	708
Union Proposal Mid-1975	780		675		680
Mid-1976	930		825		780
County 1976	634		611		484

12. Title for Undersheriff. The Union requests the arbitrator make a decision on whether the person occupying the position of Undersheriff is, in reality, a Chief Deputy and hence should be compared in pay with Chief Deputies elsewhere. The arbitrator holds that this is beyond his authority since the County Board has designated the title. Comparisons with Chief Deputies, however, are proper since there is testimony that the Undersheriff has duties comparable to those of a Chief Deputy.

13. Absence of Title of Deputy Clerk. The Union has noted the absence of any reference to the title of Deputy Clerk and indicates that this matter should be noticed since the Deputy Clerk is certified to be in the bargaining unit. The arbitrator notes that the absence of this title can only be interpreted as the declination of the County to make any new offer of an increase for this position.

14. County's Offer. The County's offer needs to be analyzed. In summary it is as follows:

COUNTY'S OFFER

<u>POSITION</u>	<u>BASE</u>	<u>MONTHLY INCREASE</u>	<u>1975 BASE</u>	<u>PERCENT INCREASE</u>
Undersheriff	\$564	\$70	\$634	12.41
Patrolman	543	68	611	12.52
Dispatcher	425	59	484	13.88

As noted earlier, the total cost for wages as proposed by the County would come to \$6,836.00.

15. Comparison of Total Increased Costs. A resume of total costs is useful.

<u>SOURCE</u>	<u>1ST YEAR</u>	<u>INCIDENTAL COST</u>	<u>TOTAL</u>
Union	\$14,452.80	\$2,023	\$16,475
County	6,936.00	971	7,907

It should be noted that these are not for comparable times, the Union's offer going from 1974 to 1975 mid-year; the County's offer being for 1975 only.

The County's increase for 1975 under the Union's proposal would include the total Union cost for the first year because of retroactivity to 1974 and an additional four months under the second year steps of the Union proposal. This would result in the following calculation:

<u>POSITION</u>	<u>MONTHLY RATE</u>	<u>4 MONTHS TOTAL</u>	<u>14% INCIDENTAL COST</u>	<u>GRAND TOTAL FOR 4 MONTHS</u>
Undersheriff	\$266	\$1,064		
Patrolman	182	2,912		
Dispatcher	255	4,080		
Deputy-Clerk*	61	244		
TOTAL:	\$764	\$8,300	\$1,162	\$9,462

Total County cost for calendar 1975: \$16,475 plus \$9,462 equals \$25,937

\*Estimate (1/3 for 728, annual cost)

16. Discussion. From the above tables, it is clear that while Saywer County is one of the lower income non-industrial counties of the state, and should not be a leader in wage advances given employees, its current rate and its offer are scarcely comparable to the rates offered security officers in nearby counties with a few exceptions. Also, the County could afford to give a substantial increase to the employees in view of the large percentage of its budget that was covered by funds from federal revenue sharing.

On the other hand, the Union's offer with its graduated rates has too heavy an annual cost too quickly. Moreover, it puts the fiscal year at a time which does not coincide with the calendar year and this makes for more difficult comprehension of just what annual costs will accrue to the County and promises future complications.

The annual costs as projected here for 1975 would come to an amount equal to an increase in the Sheriff's budget for personnel of 36.2%, which is too great an increase for one year.

In view of the unstable economic conditions and unemployment rate generally, the arbitrator believes that with respect to the matter of wages, it is better to keep them on an annual calendar basis and have them renegotiated in the months ahead as they must be in any event, whether the contract term ends on December 31, 1975 or August 31, 1976.

Moreover, the County should have some opportunity to keep compensation comparable in its various agencies, and an annual fiscal year that coincides with the calendar year helps.

Stated in another way, the problem of the arbitrator in this case is to decide between an inadequate offer made by the County and a too rapid escalation requested by the Union, compounded by a mid-year contract ending. In reflecting on this problem for a considerable time, the arbitrator believes that the interests of both parties will be best served by the designation of a modified County offer of an increase and a one-year contract. Though the wage offer is inadequate and some of the structural proposals in the contract language itself are inferior; nevertheless, the adherence to a one-year contract based on the calendar year has advantages in helping to resolve future wage negotiations.

This is so because the impact of wage requests will be more easily understood both as to costs for the bargaining unit and as to impact on other County employes, and the fluctuating conditions of the present, in which there is high unemployment in the County in the midst of inflation, might be clarified.

The arbitrator recognizes the valid contention of the Union that the County has not proceeded expeditiously to resolve the negotiations. However, he believes that after this initial contract, matters will proceed, and can proceed, much more rapidly.

For the foregoing reasons, principally the excessive escalation of employe rates and the advantages of a one year contract based on the calendar year, the arbitrator favors a modified County wage proposal.

The arbitrator believes that the following wage schedule is justified in comparing it with the schedules in other counties, considering the relatively weak base of Sawyer County:

<u>POSITION</u>	<u>MONTHLY INCREASE</u>	<u>MONTHLY TOTAL</u>	<u>ANNUAL INCREASE</u>	<u>ANNUAL TOTAL</u>	<u>PERCENT INCREASE</u>
Undersheriff	\$100	\$664	\$1,200	\$7,968	17.0%
Deputy Sheriff	80	623	960	7,476	14.7%
Dispatcher-Jailer	100	525	1,200	6,300	23.5%
Deputy-Clerk	2.35		161	805	25.0%
	Per Hour				

The additional costs to the Employer would be:

<u>POSITION</u>	<u>NUMBER</u>	<u>ANNUAL INCREASES</u>
Undersheriff	1	\$1,200
Deputy Sheriff	4	3,840
Dispatcher-Jailer	4	4,800
Deputy-Clerk	1	161
	TOTAL:	\$10,001
	14% INCIDENTAL COST:	1,400
	TOTAL:	\$11,400

Percent increase on Sheriff's wage budget of \$71,500 equals 15.94%

The rationale for this increase in the wage budget is due to the serious lagging of the County in its schedules, especially with respect to Dispatcher-Jailers and the Undersheriff but less with the Deputies.

The Deputy-Clerk was not included in a County proposal, but in view of his powers of arrest, this rate of \$2.35 per hour is still somewhat low.

AWARD

1. The Preamble. The Preamble, being the same in both proposals, shall be included in the Agreement.
  2. Recognition and Unit of Representation. County Article I shall be incorporated into the Agreement.
  3. Rules and Regulations. An article shall be incorporated in the Agreement which shall state that it is the prerogative of the County to establish reasonable rules and regulations. The County shall confer with the Union either before the rules or regulations become effective or within a reasonable time thereafter, but the right to establish such rules or regulations resides with the County, subject to the terms of this Agreement.
  4. Conduct of Business. Union Article III, CONDUCT OF BUSINESS, shall be incorporated in its entirety in the Agreement.
  5. Union Bulletin Board. The Articles in each offer on UNION BULLETIN BOARD are identical, and the text shall be incorporated into the Agreement.
  6. Fair Share Agreement. The Articles entitled FAIR SHARE AGREEMENT are identical in both offers, and the text shall be incorporated in the Agreement.
  7. Probationary and Employment Statuts. Union Article VI, PROBATIONARY AND EMPLOYMENT STATUS, shall be incorporated in its entirety in the Agreement.
  8. Seniority. Union Article VII, SENIORITY, shall be incorporated in its entirety into the Agreement.
  9. Job Posting and Transfers. County Article VIII, JOB POSTING AND TRANSFERS, shall be incorporated in its entirety into the Agreement.
  10. Disciplinary Procedure. The text of Union Article IX, paragraph 9.01, and County Article IX, paragraph 9.02, are identical, and the text shall be incorporated in the Agreement.  
County Article IX, paragraph 9.02, shall be incorporated in the Agreement.  
Union Article IX, paragraph 9.03, and County Article IX, paragraph 9.03, are identical, and the text shall be incorporated in the Agreement.  
Union Article IX, paragraph 9.04, and County Article IX, paragraph 9.04, are identical, and the text shall be incorporated in the Agreement.  
Union Article IX, paragraph 9.06, and County Article IX, paragraph 9.05, are identical, and the text shall be incorporated in the Agreement.
  11. Grievance Procedure. Union Article X, paragraph 10.01, shall be incorporated in the Agreement.  
Union Article X, paragraph 10.02, Step 1, shall be incorporated in the Agreement.  
County Article XXIII, paragraph 23.03, Step 2, shall be incorporated in the Agreement.  
Union Article X, paragraph 10.04, shall be incorporated into the Agreement.  
Union Article X, paragraph 10.05, and County Article XXIII, paragraph 23.05, are identical, and the text shall be incorporated into the Agreement.  
Union Article X, paragraph 10.06, shall be incorporated in the Agreement.
- There shall be included in the Contract a provision for the employe to have the right of the presence of a Union Steward when he is called to a hearing where discipline is being considered, but nothing shall prohibit summary discipline where warranted.
- Union Article X, paragraph 10.08, shall be incorporated in the Agreement.

12. Work Day and Work Week - Overtime. A modification of Union Article XI, paragraph 11.01, and County Article X paragraph 10.01, shall be incorporated in the Agreement to the effect that the work day shall be eight hours, the work week, for purposes of reckoning overtime, shall be 44 hours, and the work schedule shall be six consecutive duty days followed by two consecutive off days.

Union paragraph 11.02 and County paragraph 10.02 are identical, and the text shall be incorporated in the Agreement.

Union paragraph 11.03 and County paragraph 10.03 are identical, and the text should be incorporated in the Agreement.

Union paragraph 11.04, Overtime, shall be incorporated in its entirety into the Agreement.

Union paragraph 11.05 and County paragraph 10.04 are identical and shall be incorporated in entirety into the Agreement.

Union paragraph 11.06 and County paragraph 10.05 are identical and shall be incorporated in entirety into the Agreement.

13. Call In Pay. Union Article XII, paragraph 12.01, CALL IN PAY, and County Article XI, paragraph 11.01, shall be incorporated in entirety into the Agreement.

14. Vacations. Union paragraph 13.01 and County paragraph 12.01 are identical, and the text shall be incorporated in the Agreement.

Union paragraph 13.02 and County paragraph 12.02 are identical, and the text shall be incorporated in the Agreement.

Union paragraph 13.03 and County paragraph 12.03 are identical, and the text shall be incorporated into the Agreement.

Union paragraph 13.04 and County paragraph 12.04 are identical, and the text shall be incorporated into the Agreement.

Union paragraph 13.05 shall be incorporated into the Agreement.

Union paragraph 13.06 and County paragraph 12.06 are identical, and the text shall be incorporated into the Agreement.

Union paragraph 13.07 shall be incorporated in its entirety in the Agreement.

15. Holidays. Union paragraph 14.01 shall be incorporated in its entirety into the Agreement.

Union paragraph 14.02 shall be incorporated in its entirety into the Agreement.

16. Sick Leave, Absence from Work. County paragraph 14.01 shall be incorporated into the Agreement.

Union paragraph 15.02 shall be incorporated in its entirety into the Agreement.

17. Funeral Leave. County Article VX, FUNERAL LEAVE, shall be incorporated in its entirety into the Agreement.

18. Military Leave. Union Article XVII, MILITARY LEAVE, shall be incorporated in its entirety into the Agreement.

19. Workmen's Compensation. Union Article XVIII, WORKMEN'S COMPENSATION, shall be incorporated in its entirety into the Agreement.

20. Wisconsin Retirement Fund. County Article XVIII shall be incorporated in its entirety in the Agreement.

21. Negotiations and Wage Rates. There shall be incorporated into the Agreement an article to the effect that wage rates shall be bargained for annually or biannually, as mutually agreed between the parties; and that when an agreement is reached on such rates, the terms of the agreement shall become part of the Agreement as an addendum

in which all bargaining unit positions and classifications are listed with rates of pay attached; and that when one of the parties wishes to reopen the negotiations for another contract, the party requesting the negotiations shall endeavor to notify the other party in writing before the 15th day of August in the year in which the Agreement expires; and the parties shall endeavor in good faith to meet within 30 days and to reach agreement before the statutory budget deadline of the County.

22. Reimbursement for Costs of Training, Education. County Article XIX shall be incorporated in its entirety into the Agreement.

23. Health Insurance. Union Article XXII and County Article XX are identical, and the text shall be incorporated into the Agreement.

24. Insurance and Liability of Employes. County Article XX and Union Article XXIII are identical, and the text shall be incorporated into the Agreement.

25. Uniform Allowance. Union Article XXIV, UNIFORM ALLOWANCE, shall be incorporated in its entirety into the Agreement.

26. Pay Period. Union Article XXV, PAY PERIOD, shall be incorporated in its entirety into the Agreement.

27. Legal Agreement. Union Article XXVI, LEGAL AGREEMENT, shall be incorporated in its entirety into the Agreement.

28. Duration. County Article XXV, DURATION, shall be incorporated in its entirety into the Agreement.

29. The Addendum on Wages. The Sawyer County Law Enforcement Department Salary Schedule for the year of 1975 shall be as follows:

<u>POSITION</u>	<u>MONTHLY RATE</u>
Undersheriff	\$664
Deputy Sheriff	623
Dispatcher-Jailer	525
Deputy-Clerk	\$2.34 Per Hour

During an employe's six month probationary period, the employe shall be paid as follows:

(a) During the first six (6) months of service, the employe shall receive ten (10) percent less than the regular rate of pay established for the position.

(b) Upon successful completion of the probationary period, the employe shall then be entitled to the regular rate established for the position.

June 27, 1975

Frank P. Zeidler/s/  
Frank P. Zeidler  
Arbitrator